

CHAPTER XLIV.

OF APPEALS FROM ORDERS.

610. An appeal shall lie from the following orders:—

Orders appealable.

- (a) orders under section 17, staying proceedings in a suit,
- (b) orders rejecting or returning plaints under section 52, clause (d), section 53, clause (c), or section 54, clauses (b) and (d),
- (c) orders under section 111 or section 112 where a party refuses to answer a question put by the Court or fails to appear,
- (d) orders under section 148 for attachment of property,
- (e) orders under section 211 as to objections to draft conveyances or endorsements,
- (f) orders under section 291 for setting aside, or section 292 for confirming, a sale,
- (g) orders under section 306 as to the distribution of surplus assets,
- (h) orders under section 307, that the applicant shall be satisfied out of the proceeds of attached property,
- (i) orders in insolvency matters under section 320, section 324, section 326 or section 327,
- (j) orders as to paupers under section 409,
- (k) orders as to interpleader suits under section 472, section 474 and section 475,
- (l) orders passed under sections 478, 480, 481, 485, 490, 494, 495, 496, 500, 501,
- (m) orders rejecting applications made under section 372 or 373 in cases open to appeal,
- (n) orders passed under any of the provisions of this Code, imposing fines, or for the imprisonment of any person, except when such imprisonment is in execution of a decree.

611. An appeal from any order specified in section 610, clause (i), shall be heard by the District Court except when the Court passing it is itself the District Court, in which case the appeal shall lie to the High Court.

When an appeal from any other order is allowed by this Code or by any other law, it shall (whatever be the value of the suit) be heard by the Court next above the Court by which the order was made.

612. The period for presenting an appeal from an order and the procedure thereon shall in all respects be the same as in an appeal from a decree in a suit, as prescribed in chapter XLII, the provisions of which shall apply to appeals from orders under this chapter so far as they are applicable.

613. Unless when otherwise provided in this Code, no appeal shall lie from any order passed in the course of a suit and relating thereto, prior to decree; but if the decree be appealed against, any error, defect or irregularity in any such order, affecting the merits of the case or the jurisdiction of the Court, may be set forth as a ground of objection in the memorandum of appeal.

CHAPTER XLV.

OF PAUPER APPEALS.

614. Any person entitled under this Code or any other law to prefer an appeal, who may be unable to pay the fee required for the petition of appeal may, on application, be allowed to appeal as a pauper, subject to the rules contained in chapters XXV, XLII, XLIII and XLIV, in so far as those rules are applicable.

615. The application to be allowed to appeal as a pauper shall be combined with the memorandum of appeal, and shall be accompanied by such schedule and other documents as are hereinbefore required in the case of an application by a pauper and in the case of a memorandum of appeal.

616. The Court shall reject the application if upon a perusal thereof and of the judgment and decree against which the appeal is made, it sees no reason to think that the decree appealed against is contrary to law or to some usage having the force of law, or is otherwise erroneous or unjust.

The Court may also reject the application if it be not drawn up in the mode prescribed by this chapter, or if it do not bear the proper stamp: or the Court may return the application to the party presenting the same for the purpose of being amended within a time to be fixed by the Court.

If the application lie to the High Court, the order rejecting it may be passed by a single Judge of the Court.

617. If the application be not rejected upon any of the grounds above mentioned, enquiry shall be made into the pauperism of the applicant.

Such enquiry may be conducted either by the Appellate Court or by the Court against whose decision the appeal is made under the orders of the Appellate Court:

Provided that, if the applicant was allowed to sue or appeal as a pauper in the Court against whose decree the appeal is made, no further enquiry in respect of his pauperism shall be necessary, unless the Appellate Court sees special cause to direct such enquiry.

618. If the application be rejected, the Appellate Court may, if it think proper, allow the applicant a reasonable time for preferring an appeal.

CHAPTER XLVI.

OF APPEALS TO THE QUEEN IN COUNCIL.

619. In this chapter, unless there be something repugnant in the subject or context, the expression "decree" includes also judgment and order.

Admission of Appeals.

620. Subject to such rules as may, from time to time, be made by Her Majesty in Council regarding appeals from the Courts

of British India, and to the provisions hereinafter contained—

an appeal shall lie to Her Majesty in Council,

(a) from any final decree passed on appeal by a High Court or other Court of final appellate jurisdiction,

(b) from any final decree passed by a High Court in the exercise of original civil jurisdiction, and

(c) from any decree, when the case, as hereinafter provided, is certified to be a fit one for appeal to Her Majesty in Council.

Value of subject-matter. 621. In each of the cases mentioned in clauses (a) and (b) of section 620,

the amount or value of the subject-matter of the suit in the Court of first instance must be ten thousand rupees or upwards, and the amount or value of the matter in dispute on appeal to Her Majesty in Council must be the same sum or upwards,

or the decree must involve, directly or indirectly, some claim or question to, or respecting, property of like amount or value,

and where the decree appealed from affirms the decision of the Court immediately below the Court passing such decree, the appeal must involve some substantial question of law.

622. Notwithstanding anything contained in Bar of certain appeals. section 620,

no appeal shall lie to Her Majesty in Council from the judgment of one Judge of a High Court established under the twenty-fourth and twenty-fifth of Victoria, chapter one hundred and four, or of one Judge of a Division Court, or of two or more Judges of such High Court, or of a Division Court constituted by two or more Judges of such High Court, wherever such Judges are equally divided in opinion, and do not amount in number to a majority of the whole of the Judges of the High Court at the time being;

and no appeal shall lie to Her Majesty in Council from any decree which, under section 601, is final.

623. Whoever desires to appeal under this chapter to Her Majesty in Council must apply by petition to the Court whose decree is complained of.

624. Such application must ordinarily be made within six months from the date of such decree.

But if that period expires when the Court is closed, the application may be made on the day that the Court re-opens.

625. Every petition under section 623 must state the grounds of appeal, and pray for a certificate, either that, as regards amount or value and nature, the case fulfils the requirements of section 621, or that it is otherwise a fit one for appeal to Her Majesty in Council.

Upon receipt of such petition, the Court may direct notice to be served on the opposite party to show cause why the said certificate should not be granted.

Effect of refusal of certificate. 626. If such certificate be refused, the petition shall be dismissed:

Provided that, if the decree complained of be a final decree passed by a Court other than a High Court, the order refusing the certificate shall be appealable, within thirty days from the date of the order, to the High Court to which the former Court is subordinate.

627. If the certificate be granted, the applicant shall, within six months from the date of the decree complained of, or within six weeks from the grant of the certificate, whichever is the later date,

(a) give security for the costs of the respondent, and

(b) deposit the amount required to defray the expense of translating, transcribing, indexing, and transmitting to Her Majesty in Council a correct copy of the whole record of the suit, except

(1) formal documents directed to be excluded by any order of Her Majesty in Council in force for the time being;

(2) papers which the parties agree to exclude;

(3) accounts, or portions of accounts, which the officer empowered by the Court for that purpose considers unnecessary, and which the parties have not specifically asked to be included, and

(4) such other documents as the High Court may direct to be excluded:

and when the applicant prefers to print in India the copy of the record, except as aforesaid, he shall also, within the time mentioned in the first clause of this section, deposit the amount required to defray the expense of printing such copy.

628. When such security has been completed and deposit made to the satisfaction of the Court, the Court may,

(a) declare the appeal admitted, and

(b) give notice thereof to the respondent, and shall then

(c) transmit to Her Majesty in Council, under the seal of the Court, a correct copy of the said record, except as aforesaid, and

(d) give to either party one or more authenticated copies of any of the papers in the suit on his applying therefor and paying the reasonable expenses incurred in preparing them.

629. At any time before the admission of the appeal, the Court may, upon cause shown, revoke the acceptance of any such security, and make further directions thereon.

630. If at any time after the admission of the appeal, but before the transmission of the copy of the record, except as aforesaid, to Her Majesty in Council, such security appears inadequate,

or further payment is required for the purpose of translating, transcribing, printing, indexing, or transmitting the copy of the record, except as aforesaid,

the Court may order the appellant to furnish, within a time to be fixed by the Court, other and sufficient security, or to make, within like time, the required payment.

631. If the appellant fail to comply with such order, the proceedings shall be stayed,

and the appeal shall not proceed without an order in this behalf of Her Majesty in Council,

and in the meantime execution of the decree appealed against shall not be stayed.

632. When the copy of the record, except as aforesaid, has been transmitted to Her Majesty in Council, the appellant may obtain a refund of the balance, if any, of the amount which he has deposited under section 627.

PROCEEDINGS PENDING APPEALS.

633. Notwithstanding the admission of any appeal under this chapter, the decree appealed against shall be unconditionally enforced, unless the Court admitting the appeal otherwise directs.

But the Court may, if it think fit, on any special cause shown by any party interested in the suit, or otherwise appearing to the Court—

(a) impound any movable property in dispute, or any part thereof, or

(b) allow the decree appealed against to be enforced, taking such security from the respondent as the Court thinks fit for the due performance of any order which Her Majesty in Council may make on the appeal, or

(c) stay the execution of the decree appealed against, taking such security from the appellant as the Court thinks fit for the due performance of the decree appealed against, or of any order which Her Majesty in Council may make on the appeal, or

(d) place any party seeking the assistance of the Court under such conditions, or give such other direction respecting the subject-matter of the appeal as it thinks fit.

634. If at any time during the pendency of the appeal, the security so furnished by either party appears inadequate, the Court may, on the application of the other party, require further security.

In default of such further security being furnished as required by the Court, if the original security was furnished by the appellant, the Court may, on the application of the respondent, issue execution of the decree appealed against as if the appellant had furnished no such security.

And if the original security was furnished by the respondent, the Court shall, so far as may be practicable, stay all further execution of the decree, and restore the parties to the position in which they respectively were when the security which appears inadequate was furnished, or give such direction respecting the subject-matter of the appeal as it thinks fit.

EXECUTION OF ORDERS OF HER MAJESTY IN COUNCIL.

635. Whoever desires to enforce or to obtain execution of any order of Her Majesty in Council shall apply by petition, accompanied by a certified

copy of the decree or order made in appeal and sought to be enforced or executed, to the Court from which the appeal to Her Majesty was preferred.

Such Court shall transmit the order of Her Majesty to the Court which made the first decree appealed from, or to such other Court as Her Majesty by her said order may direct, and shall (upon the application of either party) give such directions as may be required for the enforcement or execution of the same; and the Court to which the said order is so transmitted shall enforce or execute it accordingly, in the manner and according to the rules applicable to the execution of its original decrees.

636. The orders made by the Court which enforces or executes the order of Her Majesty in Council relating to such enforcement or execution, shall be appealable in the same manner and subject to the same rules as the orders of such Court relating to the enforcement or execution of its own decrees.

637. The first column of No. 169 of the second Amendment of Act IX of 1871, schedule II, shall be read as if the following words were added thereto (that is to say) : “ or any order of Her Majesty in Council.”

MISCELLANEOUS.

638. The High Court may, from time to time, make general rules consistent with this Act to regulate—

- (a) the service of notices under section 625,
- (b) the grant or refusal of certificates under sections 626 and 627 by Courts of final appellate jurisdiction subordinate to the High Court,
- (c) the amount and nature of the security required under sections 627, 630 and 634,
- (d) the testing of such security,
- (e) the estimate of the cost of transcribing the record,
- (f) the preparation, examination and certifying of such transcript,
- (g) the revision and authentication of translations,
- (h) the preparation of indices to transcripts of records, and of lists of the papers not included therein,

and all other matters connected with the enforcement of this chapter.

All such rules shall be published in the local official Gazette; and shall thereupon have the force of law in the High Court and the Courts of final appellate jurisdiction subordinate thereto.

All rules heretofore made and published by any High Court relating to appeal to Her Majesty in Council and in force immediately before the passing of this Act, shall, so far as they are consistent with this Act, be deemed to have been made and published hereunder.

639. In sections 620 and 638, the expression ‘High Court’ shall be deemed to include also the Recorder of Rangoon, but not so as to empower him to make rules binding on Courts other than his own Court.

640. The rules and restrictions referred to in Bengal Regulation III of 1828, section IV, clause *fifth*, shall be deemed to be the rules and restrictions applicable to appeals under this Act from the decisions of the High Court of Judicature at Fort William in Bengal.

Saving of Her Majesty's pleasure.

641. Nothing herein contained shall be understood—

(a) to bar the full and unqualified exercise of Her Majesty's pleasure in receiving or rejecting appeals to Her Majesty in Council, or otherwise howsoever, or

(b) to interfere with any rules made by the Judicial Committee of the Privy Council, and for the time being in force, for the presentation of appeals to Her Majesty in Council, or their conduct before the said Judicial Committee.

And nothing in this chapter applies to any matter of criminal or admiralty or vice-admiralty jurisdiction, nor to appeals from orders and decrees of Prize Courts.

PART VII.

OF REVIEW OF JUDGMENT.

642. The decrees and orders of the Courts shall not be open to revision, Revisions and new trials to be according to Code. nor shall a new trial be granted, otherwise than under the rules contained in this Code.

643. The High Court may call for the record of any case decided by a Court of Small Causes, or, on appeal, by any subordinate Court, in which no appeal lies to the High Court, if such Court of Small Causes or such subordinate Court, on hearing the appeal, appear to have exercised a jurisdiction not vested in it by law, or to have passed any order contrary to law:

and may set aside the decision, or pass such other order in the case as the High Court thinks fit.

644. Any person considering himself aggrieved—

(a) by a decree from which an appeal is hereby allowed, where no appeal from such decree has been decided or is pending;

(b) by a decree from which an appeal is hereby allowed to Her Majesty in Council, but from which no appeal has been preferred;

(c) by an order made in execution of a decree;

(d) by a judgment on a reference from a Court of Small Causes,

and who, from the discovery of new and important matter or evidence which, on discovery of new evidence, &c. after the exercise of due diligence, was not within his

knowledge or could not be adduced by him at the time when the decree was passed or order made, or on account of some mistake or error apparent on the face of the record, or for any other like reason, may be desirous of obtaining a review of the decree passed or order made against him,

may apply for a review of judgment to the Court which passed the decree or made the order.

Explanation I.—A party who is not appealing from a decree may apply for a review of judgment notwithstanding the pendency of an appeal by some other party.

Explanation II.—A person who has preferred an appeal may abandon his appeal and apply for a review of judgment.

Explanation III.—Except on the discovery of such new and important matter or evidence as aforesaid, no application for a review of a judgment other than that of a High Court shall be made to any Judge other than the Judge who delivered it.

645. The application shall be chargeable with the fee prescribed for plaints, and shall set forth concisely and under distinct heads the grounds on which the review is applied for.

Such grounds shall be numbered consecutively.

646. If the application be presented by a pleader presenting application to certify as to grounds being good. the pleader, he shall certify, under his signature on the back of the application, that he has examined the grounds on which the review is applied for, and that he considers such of them as he refers to by their numbers well founded and sufficient.

647. No pleader shall be allowed to argue in support of an application to argue who has not signed certificate. for a review of judgment who has not signed the certificate required by section 646, or a certificate to the same effect, to be written on the back of the application.

648. If it appear to the Court that there is not sufficient ground for a review, it shall reject the application.

But if the Court be of opinion that the review desired is necessary to correct an evident error or omission in the decree, or is otherwise requisite for the ends of justice, it shall grant the review:

Provided that—

(a) no such review shall be granted without previous notice to the opposite party to enable him to appear and be heard in support of the decree a review of which is applied for:

(b) no such review shall be granted by any Court subordinate to a District Court without the previous permission of such Court:

(c) no such review shall be granted by a District Court without the previous permission of the High Court:

(d) no such review shall be granted on the ground of discovery of new matter or evidence which was not within the applicant's knowledge, or could not be adduced by him when the decree was passed, without strict proof of such allegation.

649. If the Judge or Judges, or any of the Judges, who passed the decree, a review of which is applied for, continue attached to the Court at the time when the application for a review is presented,

and are not precluded by absence or other cause, for a period of six months after the application, from considering the judgment to which the application refers, such Judge or Judges or any of them shall hear the application, and it shall not be competent to any other Judge or Judges of the Court in any such case to hear the application.

650. If the application for a review be heard by more than one Judge and the Court be equally divided, the application shall be rejected.

If there be a majority the decision shall be according to the opinion of the majority.

651. The order of the Court whether for granting the review or rejecting the application shall be final.

652. When an application for a review is granted, a note thereof shall be made in the register of suits or appeals (as the case may be), and the Court may at once re-hear the case or make such order in regard to the re-hearing as it thinks fit.

653. Any order not subject to appeal may be reviewed by the Court by which it was passed, subject to the rules contained in this chapter so far as the same are applicable:

Provided—

(a) that no such review shall be granted by any Court subordinate to a District Court without the previous permission of such Court, and

(b) that no such review shall be granted by a District Court without the previous permission of the High Court.

PART VIII.

OF REFERENCE TO THE HIGH COURT.

654. If in the hearing of an appeal in which the decree or order is made final by section 601, any question of law or usage having the force of law, or the construction of a document which construction may affect the merits, arises, on which the Court trying the appeal entertains reasonable doubt, the Court may, either of its own motion or on the application of any of the parties to the suit, draw up a statement of the case, and submit such statement with its own opinion for the decision of the High Court.

655. The Court may proceed in the appeal notwithstanding a reference to the High Court, and may pass a decree contingent upon the opinion of the High Court on the point referred;

but no execution shall be issued in any case in which such reference is made to the High Court until the receipt of the order of that Court.

656. References made for the opinion of the High Court under section 654, shall be heard by two or more Judges of that Court.

657. The High Court shall fix an early day for the hearing of the reference, and notice of such day shall be fixed up in the Court-house.

658. The parties to the appeal in which the reference is made may appear and be heard in the High Court in person or by a pleader.

659. The High Court, when it has heard and determined the point referred to it, shall transmit a copy of its judgment, under the seal of the Court and the signature of the Registrar, to the Court by which the reference was made, and such Court shall, on the receipt thereof, proceed to dispose of the appeal in conformity with the decision of the High Court.

660. Costs, if any, consequent on a reference for the opinion of the High Court, shall be costs in the appeal.

NON-APPEALABLE ORDERS AND DECREES.

661. Unless when otherwise provided in this Code or by any other law, the orders passed in appeals under Chapter XLIV to be final.

But if in the course of the hearing of any such appeal there arises any such question as is mentioned in section 654 on which the Appellate Court entertains reasonable doubt, the Court may, either of its own motion or on the application of any of the parties to the appeal, draw up a statement of the case, and submit it with its own opinion thereon for the decision of the High Court.

662. The provisions contained in sections 656 to 660, both inclusive, shall apply to references made to the High Court under the provisions of section 661.

PART IX.

SPECIAL RULES RELATING TO THE HIGH COURTS.

663. This Part shall extend and apply only to High Courts which are or may hereafter be established under the Statute 24 & 25 Victoria, Chapter 104 (*An Act for establishing High Courts of Judicature in India*).

Except as provided in this Part, the provisions of this Code shall apply to the High Courts established as aforesaid.

Jurisdiction.

664. The High Court may, in the exercise of its ordinary original civil jurisdiction, try and determine suits of every description, if,

(a) in the case of suits for immovable property, the property or any part thereof is situate, or,

(b) in all other cases, the cause of action, or any material part of the cause of action, has arisen, or the defendant or any of the defendants at the

time of the commencement of the suit dwells or carries on business, or personally works for gain, within the local limits of such jurisdiction :

Provided that the leave of the Court be first obtained

(c), in the case of suits for immoveable property where only part thereof is situate within such limits; and

(d) in other cases where only part of the cause of action has arisen, or only some of the defendants at the commencement of the suit dwell or carry on business or personally work for gain within such limits :

Provided also that no High Court shall, in the exercise of its ordinary original civil jurisdiction, try any case in which the debt, or compensation, or value of the property sued for, does not exceed five hundred rupees, and which falls within the jurisdiction of a Small Cause Court situate within the local limits of such jurisdiction.

665. The High Court shall have power to remove and to try and determine as a Court of extraordinary original civil jurisdiction, any suit being or falling within the jurisdiction of any Court subject to its superintendence, other than a Court of Small Causes, when such High Court thinks proper so to do, either on the agreement of the parties to that effect, or for purposes of justice, the reason being recorded in the proceedings of the High Court removing the suit.

666. Subject to any express provision of this Code, the High Court shall by its own rules provide for the exercise of its jurisdiction by means of its Judges sitting in Division Courts or singly or in groups, and for the guidance of its subordinate officers in such manner as may appear to the High Court to be most convenient for the administration of justice.

667. The High Court shall take evidence, and record judgments and orders in such manner as it shall by any rule from time to time direct.

668. If a Court is composed of more Judges than one, and the Judges are divided in opinion as to the decision to be given on any point, such point shall be decided according to the opinion of the majority of the Judges if there is a majority;

but if the Judges are equally divided then the opinion of the senior Judge shall prevail.

669. Whenever a Court considers it necessary that a decree made in the exercise of its ordinary original civil jurisdiction should be enforced before the amount of the costs incurred in the suit can be ascertained by taxation, the Court may order that the decree shall be executed forthwith, except as to so much thereof as relates to the costs;

and, as to so much thereof as relates to the costs, that the decree may be executed as soon as the amount of the costs shall be ascertained by taxation.

670. Whenever in any suit or proceeding coming before a Court in the exercise of its ordinary original civil jurisdiction, or in any appeal coming before a Court from a decision passed by such Court in the exercise of its ordinary original civil jurisdiction, anything is directed by this Code to be done by or through a pleader, such act may be done by or through an attorney of the Court:

provided that no attorney shall, under the provisions of this section, be entitled to argue for any person in Court.

Proviso.

671. Notices to produce documents, summonses to witnesses, and every other judicial process, issued in the exercise of the ordinary original civil jurisdiction of the High Court, except writs of summons to defendants issued under section 62 and writs of execution, may be served by the attorneys in the suit or by persons employed by them, or in such other manner as the High Court by any rule or order from time to time directs.

672. If, in any suit instituted in the High Court in the exercise of its ordinary original civil jurisdiction, the Court hearing such suit is of opinion that any matter of account, detail or other description may be more conveniently investigated by a Judge sitting in chambers, or by an officer of the Court, such Court may refer such matter for the consideration of a Judge in chambers, or the Registrar or some other officer, and such matter shall thereupon be investigated by such Judge or Registrar or other officer, who shall proceed with such investigation and make his report thereon.

Such report shall, if made by a Judge, be open to revision by any Court of Appeal to which the order or decree founded thereon may be appealable, and, if made by the Registrar or other officer, shall be open to revision by the Judge by whom the matter was so referred, or by such other Judge as the Chief Justice appoints in that behalf.

The Chief Justice shall from time to time determine in each case what Judge shall take or proceed with the investigation of any matter referred to a Judge under the provisions of this section.

673. The High Court may make general rules and orders for regulating the conduct of business and the procedure of a single Judge, Registrar or other officer in respect of investigations under section 672:

Provided that such rules and orders shall not be inconsistent with the provisions of this Code or of any other law.

674. Whenever under any of the provisions of this Code the signature of a Judge of the High Court is required, the signature of the Registrar or of any other officer authorized in that behalf by the Chief Justice shall have the same effect as the signature of a Judge of the Court.

675. The Chief Justice shall from time to time declare what language shall be the language of the Court, in which all or any of the proceedings of the Court shall be conducted.

676. The provisions of this Code relating to assessors shall without any order of Government extend to suits and appeals instituted or tried in the High Courts.

677. Nothing herein contained shall debar the High Court from rescinding or modifying any interlocutory order passed by it in the course of a suit.

678. Nothing in this Code shall be held to authorize a Vakil to appear, plead or act in the High Court in the exercise of its original civil jurisdiction.

679. The following sections shall not apply to the High Court in the exercise of its ordinary original civil jurisdiction, namely, sections 32, 33, 34, 35 and 39.

680. Any act not of a judicial nature which this Code requires to be done by a Judge, may be done by the Registrar of the Court or by such other officer of the Court as the Court may direct to perform such act.

681. All summonses obtainable under this Act by the parties to a suit in the High Court, may be obtained from the proper officer by the attorneys of the parties respectively, and may be served by such attorneys on the persons named therein, and all rules contained in this Code relating to the service of summonses shall apply to summonses obtained under this section.

PROCEDURE IN ADMIRALTY CASES.

682. The procedure in civil cases brought before the High Court in the exercise of its Admiralty or Vice-Admiralty jurisdiction shall be regulated, so far as the circumstances of the case will permit, by the rules prescribed in this Code.

In the following cases in the exercise of such jurisdiction, (namely)—

- (a) cases in which a ship, or a ship and cargo have been or are to be proceeded against or arrested,
- (b) cases in which goods only have been or are to be proceeded against or arrested, either for the purpose of proceeding against the goods or the freight due thereon,
- (c) cases in which property has been or is arrested and no party has appeared or appears at the return of the warrant; and

(d) all other cases in the exercise of Admiralty or Vice-Admiralty jurisdiction in which the rules contained in this Code are not applicable,

the practice and procedure shall be regulated as nearly as possible by the Rules and Regulations made and ordained by his late Majesty King William the Fourth in Council in pursuance of the Second of William the Fourth, Chapter 51, and touching the practice to be observed in the several Courts of Vice-Admiralty in the Colonies, except

so far as such rules may be inconsistent with the Twenty-fourth and Twenty-fifth of Victoria, Chapter 104, or with the Letters Patent granted in pursuance thereof.

683. In suits for mariners' wages brought before the High Court in the exercise of Admiralty or Vice-Admiralty jurisdiction, any number of mariners may proceed jointly in one suit.

MATTERS TESTAMENTARY AND INTESTATE.

684. The procedure in all cases brought before the High Court in the exercise of its original Testamentary and Intestate jurisdiction shall be regulated, as far as the circumstances of the case will admit, by the rules of procedure laid down in the Indian Succession Act, 1865, whether the Act itself applies to the case or not. In cases to which such rules are inapplicable, the procedure shall, so far as possible, be regulated by this Code.

INSOLVENT JURISDICTION.

685. Nothing in this Part shall extend or apply to any High Court in the exercise of its jurisdiction as an Insolvent Court.

PART X.

MISCELLANEOUS.

High Court consisting of a single Judge.

686. When in any part of British India in which this Code operates, the highest Civil Court of appeal consists of a single Judge, he shall have all the powers vested by this Code in two or more Judges of the High Court.

Assessors.

687. In any Court to which the provisions of this section and of the next succeeding section are extended by an order of the Local Government, notified in the official Gazette, the Court may order the hearing of any suit to be conducted in the presence and with the aid of two or more Assessors as members of the Court.

The Court shall have power to appoint such assessors if willing to serve.

688. The opinion of each assessor, if given orally, shall be recorded in writing by the Court; but such opinion shall be in no way binding upon the Judge, with whom exclusively the decision of the suit shall rest.

Service of Process.

689. Wherever this Code provides that any notice, summons, letter or other communication may be sent to the person to whom it is addressed by post, proof that the same was correctly addressed to such person at his place of residence, and that it was posted and registered according to the law for the time being regulating the management of the Post Office shall, in the absence of evidence to the contrary, be sufficient

proof of the due service and delivery of the notice, summons, letter or other communication.

690. Every process required to be issued under this Code shall be served at the expense of the party at whose instance it is issued, unless the Court otherwise directs.

The sum required to defray the costs of such service shall be paid into Court before the process is issued, within a period to be fixed by the Court issuing the process.

Postage, where chargeable on any notice, summons, letter or other communication forwarded by post and the fee for registering the same, shall be costs required to be paid as aforesaid within the meaning of this section.

In fixing the costs to be paid for service of process, regard shall be had to any law or to any rules issued by the High Court for fixing the amount of such costs.

Service in Presidency Towns of Mofussil Process.

691. Whenever any process issued by any Court established beyond the local limits of the ordinary original civil jurisdiction of a High Court is to be served within the local limits of such Court, it shall be delivered to the Court of Small Causes within whose jurisdiction the process is to be served,

and shall be executed by such Court of Small Causes in the same manner as if such process had been issued by such Court,

and, after having been so executed, shall be returned to the Court by which it was issued.

The delivery of the process to the Court required to execute the same, and its return to the Court by which the process was issued, may be by an officer of the Court which issued the process, or by post.

EXEMPTION FROM PERSONAL APPEARANCE.

692. Women, who according to the customs and manners of the country ought not to be compelled to appear in public, shall be exempt from personal appearance in Court.

But nothing herein contained shall be deemed to exempt such women from arrest in execution of civil process.

693. The Local Government may, at its discretion, exempt from personal appearance in Court, whether summoned by his opponent or called for by the presiding Judge, any person whose rank, in the opinion of such Government, entitles him to the privilege of exemption, and may at its discretion withdraw such privilege.

694. The names of the persons so exempted and residing within the jurisdiction of the District Court, shall from time to time be forwarded to such Court by the Local Government, and a list of such persons shall be kept in such Court and in the several subordinate Courts of the district.

695. When any person so exempted claims the privilege of such exemption, and it is consequently necessary to examine him by commission, he must pay the costs of that commission.

EXEMPTION FROM ARREST.

696. Except as hereinafter provided, no person shall be liable to arrest under this Code while attending, going to, or returning from the Court, either in obedience to a summons or as a party to a suit, appeal or other proceeding.

OFFENCES IN COURT.

697. If any plaintiff, written statement, or declaration in writing required by this Code to be verified contains any averment which the person making the verification knows or believes to be false, or does not know or believe to be true, such person shall be subject to punishment according to the provisions of the law for the punishment of giving or fabricating false evidence.

698. When in a case pending before any Court, any person appears to the Court to have been guilty of an offence punishable under section 193, 194, 195, 196, 199, 200, 205, 206, 207, 208, 209 or 210 of the Indian Penal Code, the Court may commit such person to take his trial for the offence before the proper Court, or,

after making such preliminary enquiry as is necessary, may send the case for investigation to any Magistrate having jurisdiction to try or commit for trial the accused person for the offence charged, and such Magistrate shall thereupon proceed according to law.

699. The Court may send the person accused in custody or take sufficient bail for his appearance before the Magistrate, and may bind over any person to appear and give evidence before the Magistrate.

700. When the commitment is made by the Court, the Court shall frame a charge in the manner provided in chapter XXXIII of the Code of Criminal Procedure, and shall send the same with the order of commitment and the record of the case to the Magistrate, and such Magistrate shall bring the case together with the witnesses for the prosecution and defence before the Court of Session.

701. When any person appears to the Court to have been guilty in any suit or proceeding before such Court of any of the offences described in sections 172, 173 and 174 of the Indian Penal Code, the Court may direct the person accused to be brought before it, and may either proceed as provided in the last three preceding sections, or may send him in custody to the Magistrate, or take sufficient bail for his appearance before the Magistrate, and the Magistrate shall thereupon proceed according to law.

702. When in a case pending before any Court, there appears to the Court sufficient ground for sending for investigation to the Magistrate a charge of any such offence as is described in section 463, 471, 474, 475, 476 or 477 of the Indian Penal Code, which may be preferred in respect to any document offered in evidence in the case, the Court may send the person accused in custody to the Magistrate, or take sufficient bail for his appearance before the Magistrate.

The Court shall send to the Magistrate the evidence and documents relevant to the charge, and shall bind over any person to appear and give evidence before such Magistrate.

The Magistrate shall receive such charge and proceed with it according to law.

GENERAL RULES.

703. The High Court shall have power to make and issue general rules, not inconsistent with the provisions of this Code or of any other law, for regulating the practice and proceedings of that Court and the Courts subordinate thereto, and from time to time to alter any such rules.

All rules framed under this section shall be published in the official Gazette of the place where the High Court is held.

704. The High Court shall have power to frame forms for every proceeding in such Court and the subordinate Courts, for which the High Court thinks it necessary that forms should be provided; for keeping all books, entries and accounts to be kept by the officers, and for the preparation and submission of any statements to be prepared and submitted by such Courts.

Subject to the power conferred on the High Court by the former part of this section the forms set forth in the fourth schedule hereto annexed, with such variation as the circumstances of each case require, may be used for the respective purposes therein mentioned.

Ministerial Officers.

705. The Local Government shall fix the establishments of ministerial and other officers requisite for the Courts other than the High Court within the limits of its jurisdiction, and with the sanction of the Governor General in Council, shall assign to such officers such salaries as from time to time such Government thinks fit.

The High Court may define and prescribe the duties to be performed by the ministerial and other officers on its establishment, as well as by the ministerial and other officers on the establishments of subordinate Courts.

Language of Courts.

706. The language which, at the time this Code comes into operation, is the language of any subordinate Court, shall continue

to be the language of such Court until the Local Government otherwise orders;

But it shall be lawful for the Local Government from time to time to declare what language shall be the language of every such Court in which all or any of the proceedings shall be conducted.

Exemption of Advocates.

707. No advocate of any High Court shall be required to file or present a mukhtarnáma or wakálatnáma, or any other document empowering him to act.

Deposit in lieu of Security.

708. When security is required to be furnished by any person, the Court may permit such person to deposit in Court a sum of money, Government Promissory Notes, or other valuable property to such amount as the Court may fix, in lieu of the security required.

Miscellaneous Cases.

709. The procedure herein prescribed shall be followed from the date on which this Code shall come into operation, in all suits and appeals, and, as far as it can be made applicable, in all miscellaneous cases and proceedings instituted in any Court.

But this Code shall not in any way invalidate or alter the effect of anything done in any suit, appeal, miscellaneous case, or proceeding prior to such date, and every thing so done shall be deemed good and shall have effect so far as circumstances will permit, in like manner as if the same had been done in due course under this Code:

Provided that no party to whom a right of appeal, has accrued under any law for the time being in force before this Code has come into operation, shall be deprived of such right by anything contained in this Code, if he exercise such right by preferring his appeal to the proper Court in due form within the time allowed for preferring appeals by the law under which the right of appeal accrued.

Powers of Local Government.

710. The Governor General in Council may invest the Chief Executive Officer of any part of British India under the immediate administration of the Government of India with the powers vested by this Code in a Local Government.

Saving of Limitation-law.

711. Save as provided by section 19, nothing herein contained shall be deemed to give a right to institute a suit, present an appeal or make an application, which if this Act had not passed, would have been barred by the law of limitation.

THE FIRST SCHEDULE.

(See section 3.)

ACTS REPEALED.

Number and date.	Subject or Title.	Extent of repeal.
IX of 1840	For amending the law administered in Her Majesty's Courts of Justice with reference to Arbitrations, Damages, and interested Witnesses.	So much as has not been repealed.
XXIII of 1840	For executing within the local limits of the jurisdiction of Her Majesty's Courts Legal Process issued by authorities in the Mofussil.	So far as it relates to the execution of the process of Civil Courts.
VIII of 1841	Interpleader	The whole.
XXVI of 1841	Extending 3 & 4 Wm. IV, c. 42	So much as has not been repealed.
XIV of 1848	Commissions for taking affidavits	The whole.
XVII of 1852	Special cases	The whole.
XXXIII of 1852	Enforcement of judgments	The whole Act, except so far as it relates to the decrees of Military Courts of Requests.
VI of 1855	Writs of execution	The whole.
XXXIV of 1855	Execution of judgments	The whole.
VIII of 1859	For simplifying the procedure of the Courts of Civil Judicature not established by Royal Charter.	The whole Act, except sections fifteen and one hundred and ninety-two.
XXIII of 1861	To amend Act VIII of 1859	So much as has not been repealed.
XX of 1862	To provide for the levy of Fees and Stamp Duties in the High Court, &c.	So much as has not been repealed.
XXIV of 1862	To continue in force Act XX of 1862.	So much as has not been repealed.
IX of 1863	To amend the Code of Civil Procedure.	The whole.
XVIII of 1863	To make provision for the speedy and efficient disposal of the business, &c.	So much as has not been repealed.
XXXII of 1863	To continue in force Act XX of 1862.	So much as has not been repealed.
XI of 1865	Mofussil Small Cause Courts Act	Section 47.
V of 1866	To provide a summary procedure on Bills of Exchange, &c.	In the title, the words 'to provide a summary procedure on Bills of Exchange, and' The preamble down to and including the words 'Notes; and' In section 1 the definitions of 'High Court' and 'Local Government.' Sections two to eight (both inclusive). Section fourteen.

THE FIRST SCHEDULE.

ACTS REPEALED,—*continued.*

Number and date.	Subject or Title.	Extent of repeal.
XXVI of 1867	... To amend the law relating to Stamp Duties.	So much as has not been repealed.
VI of 1874	... The Privy Council Appeals Act, 1874.	The whole.

THE SECOND SCHEDULE.

(See section 5.)

Sections extending to Mofussil Courts of Small Causes.

CHAPTER	I.—Of the Jurisdiction of the Courts and <i>Res Judicata</i> .
CHAPTER	II.—Of the Place of Suing, except sections 21 to 26, both inclusive.
CHAPTER	III.—Of Parties and their Appearances, Applications and Acts, except section 47.
CHAPTER	V.—Of the Institution of Suits, except the first paragraph of section 65.
CHAPTER	VI.—Service of Summons on the Defendant, except section 74.
CHAPTER	VII.—Of the Appearance of the Parties and consequence of Non-appearance.
CHAPTER	VIII.—Of Written Statements, section 105.
CHAPTER	IX.—Of the Examination of the Parties at the first Hearing.
CHAPTER	X.—Of the Admission, &c., of Documents, except section 121.
CHAPTER	XII.—Disposal of the Suit at the first Hearing, section 136.
CHAPTER	XIII.—Of Adjournments.
CHAPTER	XIV.—Of Summoning Witnesses.
CHAPTER	XV.—Examination of Parties and Witnesses, except sections 169 to 176, both inclusive.
CHAPTER	XVI.—Of Judgment and Decree, except sections 184, 187, 188, 191, 193 and 194.
CHAPTER	XVII.—Of Costs, sections 198, 199 and 200.
CHAPTER	XVIII.—Of the Execution of Decrees, sections 203 to 228 both inclusive, sections 231 to 243 both inclusive, sections 253 to 261 both inclusive, sections 264 to 267 both inclusive, sections 273 to 275 both inclusive, sections 277 to 281 both inclusive, section 287 so far as relates to re-sales under section 281, sections 288, 290, 296, 297, 300, 301, 302, sections 305 to 342 both inclusive, sections 345, 346, 351 and 352.
CHAPTER	XIX.—Of the Death, Marriage and Insolvency of Parties.
CHAPTER	XX.—Of the Withdrawal and Adjustment of Suits.
CHAPTER	XXI.—Of Payment into Court.
CHAPTER	XXII.—Of requiring Security for Costs.
CHAPTER	XXIII.—Of setting aside Decrees by Default and <i>ex parte</i> .
CHAPTER	XXIV.—Of Commissions.

CHAPTER XXV.—Suits by Paupers.

CHAPTER XXVI.—Suits by and against Government or Government Servants.

CHAPTER XXVII.—Suits by and against Native and Foreign Rulers.

CHAPTER XXVIII.—Suits by and against Corporations and Companies.

CHAPTER XXIX.—Suits by and against Trustees, Executors and Administrators.

CHAPTER XXX.—Suits by and against Minors and Persons of unsound Mind.

CHAPTER XXXI.—Suits by infirm Persons and Women.

CHAPTER XXXII.—Suits by and against Military Men.

CHAPTER XXXIV.—Of Arrest before Judgment.

CHAPTER XXXV.—Of Attachment before Judgment, except section 493.

CHAPTER XXXVIII.—Reference to Arbitration, sections 504 to 521 both inclusive.

CHAPTER XXXIX.—Of Proceedings on Agreement of Parties.

PART X.—Miscellaneous, sections 692 to 704 both inclusive, sections 706 to 710 both inclusive, and section 712.

THE THIRD SCHEDULE.

(See section 7.)

Bombay enactments.

Bombay Regulation XXIX,	1827.
„ „	VII, 1830.
„ „	I, 1831.
„ „	XVI, 1831.
Act XIX of 1835.	
„ XIII of 1842.	

THE FOURTH SCHEDULE.

(See section 704.)

FORMS OF PLEADINGS AND DECREES.

A. PART I. PLAINTS.

No. 1.

FOR MONEY LENT.

IN THE COURT OF

Civil Regular No.

A. B. of
against.

C. D. of

A. B., the above-named plaintiff, states as follows :—

A. B., the above-named plaintiff, states as follows:—

1. That on the _____ day of _____ 18____, at _____, he lent the defendant _____ rupees repayable on demand [or on the _____ day of _____] _____ rupees paid on the _____ day of _____ 18____.
2. That the defendant has not paid the same, except _____ rupees paid on the _____ day of _____ 18____.

[If the plaintiff claims exemption from any law of limitation say:—

3. The plaintiff was a minor [or insane] from the _____ day of _____ till the _____ day of _____].
4. The plaintiff prays judgment for _____ rupees, with interest at _____ per cent from the _____ day of _____ 18____.

_____ Date for interest. If therefor

[NOTE.--The object of stating when the debt is to be repaid is merely to fix a date for interest. If, therefore, interest is not claimed the statement may be omitted.]

No. 2.

FOR MONEY RECEIVED TO PLAINTIFF'S USE.

IN THE COURT OF AT
Civil Regular No.A. B. of and G. H. of
against

C. D. of

A. B., and G. H. the above-named plaintiffs, state as follows:—

1. That on the day of 18, at the defendant received rupees [or a cheque on the Bank for Rs.] from one E. F. for the use of the plaintiffs.
2. That the defendant has not paid [or delivered] the same accordingly.
3. The plaintiffs pray judgment for rupees, with interest at per cent. from the day of 18.

No. 3.

FOR PRICE OF GOODS SOLD BY A FACTOR.

IN THE COURT OF AT
Civil Regular No.A. B. of
against

C. D. of

A. B., the above-named plaintiff, states as follows:—

1. That on the day of 18, at he and E. F. since deceased delivered to the defendant [one thousand barrels of flour, five hundred maunds of rice, or as the case may be] for sale upon commission.
2. That on the day of 18 [or, on some day unknown to the plaintiff, before the day of 18], the defendant sold the said merchandise for rupees.
3. That the commission and expenses of the defendant thereon, amount to rupees.
4. That on the day of 18, the plaintiff demanded from the defendant the proceeds of the said merchandise.
5. That he has not paid the same.

[Demand of judgment.]

No. 4.

FOR MONEY RECEIVED BY DEFENDANT THROUGH THE PLAINTIFF'S MISTAKE OF FACT.

IN THE COURT OF AT
Civil Regular No.A. B. of
against

C. D. of

A. B., the above-named plaintiff, states as follows:—

1. That on the day of 18, at the plaintiff agreed to buy and the defendant agreed to sell bars of silver at annas per tola of fine silver.
2. That the plaintiff procured the said bars to be assayed by one E. F., who was paid by the defendant for such assay, and that the said E. F. declared each of the said bars to contain 1500 tolas of fine silver, and that the plaintiff accordingly paid the defendant Rs. annas therefor.
3. That each of the said bars contained only 1200 tolas of fine silver.
4. That the defendant has not repaid the sum so overpaid.

[Demand of judgment.]

[NOTE.—A demand of repayment is not necessary; but it may affect the question of interest or the costs.]

No. 5.

FOR MONEY PAID TO A THIRD PARTY AT THE DEFENDANT'S REQUEST.

IN THE COURT OF AT
Civil Regular No.A. B. of
against

C. D. of

A. B., the above-named plaintiff, states as follows:—

1. That on the day of 18, at the request [or by the authority] of the defendant, the plaintiff paid to one E. F. rupees.
2. That, in consideration thereof, the defendant promised [or became bound] to pay the same to the plaintiff on demand [or as the case may be].
3. That [on the day of 18, the plaintiff demanded payment of the same from the defendant, but] he has not paid the same.

[Demand of judgment.]

[NOTE.—If the request or authority is implied, the plaintiff should state facts raising the implication.]

No. 6.

FOR GOODS SOLD AT A FIXED PRICE AND DELIVERED.
IN THE COURT OF AT
Civil Regular No.

A. B. of
against
C. D. of

A. B., the above-named plaintiff, states as follows:—

1. That on the day of 18, at , E. F. of deceased sold and delivered to the defendant [one hundred barrels of flour, or, the goods mentioned in the schedule hereto annexed, or, sundry goods].
2. That the defendant promised to pay rupees for the said goods on delivery [or on the day of some day before the plaint was filed].
3. That he has not paid the same.
4. That the said E. F. in his lifetime made his will, whereby he appointed the plaintiff executor thereof.
5. That on the day of 187, the said E. F. died.
6. That on the day of probate of the said will was granted to the plaintiff by the Court of
7. The plaintiff as executor as aforesaid [Demand of judgment].

[NOTE.—If a day was fixed for payment it should be stated, as furnishing a date for the commencement or interest.]

No. 7.

GOODS SOLD AT A REASONABLE PRICE AND DELIVERED.
IN THE COURT OF AT
Civil Regular No.

A. B. of
against
C. D. of

A. B., the above-named plaintiff, states as follows:—

1. That on the day of 18, at , plaintiff sold and delivered to the defendant [sundry articles of house furniture] but no express agreement was made as to the price.
2. That the same were reasonably worth rupees.
3. That the defendant has not paid the same.

[Demand of judgment.]

[NOTE.—The law implies a promise to pay so much as the goods are reasonably worth.]

No. 8.

FOR GOODS DELIVERED TO A THIRD PARTY AT DEFENDANT'S REQUEST AT A FIXED PRICE.
IN THE COURT OF AT
Civil Regular No.

A. B. of
against
C. D. of

A. B., the above-named plaintiff, states as follows:—

1. That on the day of 18, at , plaintiff sold to the defendant [one hundred barrels of flour] and, at the request of the defendant, delivered the same to one E. F.
2. That the defendant promised to pay to the plaintiff rupees therefor.
3. That he has not paid the same.

[Demand of judgment.]

No. 9.

FOR NECESSARIES FURNISHED TO THE FAMILY OF DEFENDANT'S TESTATOR WITHOUT HIS EXPRESS REQUEST, AT A REASONABLE PRICE.
IN THE COURT OF AT
Civil Regular No.

A. B. of
against
C. D. of

A. B., the above-named plaintiff, states as follows:—

1. That on the day of 18, at , plaintiff furnished to [Mary Jones] the wife of James Jones deceased, at her request, sundry articles of [food and clothing], but no express agreement was made as to the price.
2. That the same were necessary for her.
3. That the same were reasonably worth rupees.
4. That the said James Jones refused to pay the same.
5. That the defendant is the executor of the last will of the said James Jones.

[Demand of judgment.]

No. 10.

FOR GOODS SOLD AT A FIXED PRICE.

IN THE COURT OF

AT

Civil Regular No.

A. B. of

against

C. D. of

A. B., the above-named plaintiff, states as follows:—

1. That on the day of 18, at , the plaintiff sold to E. F. of deceased [all the crops then growing on his farm in].
2. That the said E. F. promised to pay the plaintiff rupees for the same.
3. That he did not pay the same.
4. That the defendant is administrator of the estate of the said E. F.

[Demand of judgment.]

No. 11.

FOR GOODS SOLD AT A REASONABLE PRICE.

IN THE COURT OF

AT

Civil Regular No.

A. B. of

against

C. D. of

A. B., the above-named plaintiff, states as follows:—

1. That on the day of 18, at , E. F. of sold to the defendant [all the fruit growing in his orchard in], but no express agreement was made as to the price.
2. That the same was reasonably worth rupees.
3. That the defendant has not paid the same.
4. That on the day of the High Court of Judicature at Fort William duly adjudged the said E. F. to be a lunatic and appointed the plaintiff committee of his estate with the usual powers for the management thereof.
5. The plaintiff as committee as aforesaid [Demand of judgment.]

NOTE.—When the lunatic's estate is not subject to the ordinary original jurisdiction of a High Court, for paragraphs 4 and 5 substitute the following:—

4. That on the day of the Civil Court of duly adjudged the said E. F. to be of unsound mind and incapable of managing his affairs and appointed the plaintiff Manager of his estate.
5. The plaintiff as Manager as aforesaid [Demand of judgment.]

No. 12.

FOR GOODS MADE AT DEFENDANT'S REQUEST, AND NOT ACCEPTED.

IN THE COURT OF

AT

Civil Regular No.

A. B. of

against

C. D. of

A. B., the above-named plaintiff, states as follows:—

1. That on the day of 18, at , E. F. of agreed with the plaintiff that the plaintiff should make for him [six tables and fifty chairs], and that the said E. F. should pay for the same upon delivery thereof rupees.
2. That the plaintiff made the said goods, and on the day of 18 offered to deliver the same to the said E. F., and has ever since been ready and willing so to do.
3. That the said E. F. has not paid for the same.
4. That on the day of the High Court of Judicature at Fort William duly adjudged the said E. F. to be a lunatic and appointed the defendant committee of his estate.
5. Wherefore the plaintiff demands judgment for rupees with interest from the day of , at the rate of per cent. per annum, to be paid out of the estate of the said E. F. in the hands of the defendant.

No. 13.

FOR DEFICIENCY UPON A RE-SALE [GOODS SOLD AT AUCTION].

IN THE COURT OF

AT

Civil Regular No.

A. B. of

against

C. D. of

A. B., the above-named plaintiff, states as follows:—

1. That on the day of 18, at , plaintiff put up at auction sundry [articles of merchandise], subject to the condition that all goods not paid for and removed by the purchaser thereof, within [ten days] after the sale, should be re-sold by auction on his account, of which condition the defendant had notice.

2. That the defendant purchased [*one crate of crockery*], at the said auction at the price of _____ rupees.
3. That the plaintiff was ready and willing to deliver the same to the defendant on the said day and for [*ten days*] thereafter, of which the defendant had notice.
4. That the defendant did not take away the said goods purchased by him, nor pay therefor, within [*ten days*] after the sale, nor afterwards.
5. That on the _____ day of _____ 18____, at _____, the plaintiff re-sold the said [*crate of crockery*], on account of the defendant, by public auction, for _____ rupees.
6. That the expenses attendant upon such re-sale amounted to _____ rupees.
7. That the defendant has not paid the deficiency thus arising, amounting to _____ rupees.

[*Demand of judgment.*]

[*NOTE to § 4. Unless the seller agreed to deliver, the purchaser must fetch the goods. See Act IX of 1872, sec. 93.*]

No. 14.

FOR THE PURCHASE-MONEY OF LANDS CONVEYED.

IN THE COURT OF

AT

Civil Regular No. _____

A. B. of

against

C. D. of

A. B., the above-named plaintiff, states as follows:—

1. That on the _____ day of _____ 18____, at _____, the plaintiff sold [and conveyed] to the defendant [the house and compound No. _____, in the city of _____, or, a farm known as _____, in _____, or, a piece of land lying, &c.] _____ rupees for the
2. That the defendant promised to pay the plaintiff said [house and compound, or farm, or land].
3. That he has not paid the same.

[*Demand of judgment.*]

[*NOTE.—Where there has been no actual conveyance say in § 1 "sold to the defendant the house &c. and placed him in possession of the same."*]

No. 15.

FOR THE PURCHASE-MONEY OF IMMOVEABLE PROPERTY CONTRACTED TO BE SOLD, BUT NOT CONVEYED.

IN THE COURT OF

AT

Civil Regular No. _____

A. B. of

against

C. D. of

A. B., the above-named plaintiff, states as follows:—

1. That on the _____ day of _____ 18____, at _____, the plaintiff and defendant mutually agreed that the plaintiff should sell to the defendant, and that the defendant should purchase from the plaintiff [the house No. _____, or one hundred bighás of land in the town of _____, bounded by the East Indian railroad, and by other lands of the plaintiff] for _____ rupees.
2. That on the _____ day of _____ 18____, at _____, the plaintiff tendered [or, was ready and willing, and offered to execute] a sufficient instrument of conveyance of the said property to the defendant, on payment of the said sum, and still is ready and willing to execute the same.
3. That the defendant has not paid the said sum.

[*Demand of judgment.*]

No. 16.

FOR SERVICES AT A FIXED PRICE.

IN THE COURT OF

AT

Civil Regular No. _____

A. B. of

against

C. D. of

A. B., the above-named plaintiff, states as follows:—

1. That on the _____ day of _____ 18____, at _____, the defendant [hired plaintiff as a clerk, at the salary of _____ rupees per year].
2. That from the [said day] until the _____ day of _____ 18____, the plaintiff [served the defendant as his clerk].
3. That the defendant has not paid the said salary.

[*Demand of judgment.*]

No. 17.

FOR SERVICES AT A REASONABLE PRICE.

IN THE COURT OF AT
Civil Regular No.
A. B. of
against
C. D. of

A. B., the above-named plaintiff, states as follows:—

1. That between the day of 18, and the day of 18, at , plaintiff [executed sundry drawings, designs and diagrams] for the defendant, at his request; but no express agreement was made as to the sum to be paid for such services.
2. That the said services were reasonably worth rupees.
3. That the defendant has not paid the same.

[Demand of judgment.]

No. 18.

FOR SERVICES AND MATERIALS, AT A FIXED PRICE.

IN THE COURT OF AT
Civil Regular No.
A. B. of
against
C. D. of

A. B., the above-named plaintiff, states as follows:—

1. That on the day of 18, at , plaintiff [furnished the paper for and printed one thousand copies of a book called] for the defendant, at his request [and delivered the same to him].
2. That the defendant promised to pay rupees therefor.
3. That he has not paid the same.

[Demand of judgment.]

No. 19.

FOR SERVICES AND MATERIALS AT A REASONABLE PRICE.

IN THE COURT OF AT
Civil Regular No.
A. B. of
against
C. D. of

A. B., the above-named plaintiff, states as follows:—

1. That on the day of 18, at , plaintiff built a house [known as No. , in], and furnished the materials therefor, for the defendant, at his request; but no express agreement was made as to the price to be paid for such work and materials.
2. That the said work and materials were reasonably worth rupees.
3. That the defendant has not paid the same.

[Demand of judgment.]

No. 20.

FOR RENT RESERVED IN A LEASE.

IN THE COURT OF AT
Civil Regular No.
A. B. of
against
C. D. of

A. B., the above-named plaintiff, states as follows:—

1. That on the day of 18, at , the defendant entered into a covenant with the plaintiff, under their hands, a copy of which is hereto annexed.

[Or state the substance of the agreement.]

2. That the defendant has not paid the rent of the [month] ending on the day of 18, amounting to rupees.

[Demand of judgment.]

ANOTHER FORM.

1. That the plaintiff let to the defendant a house No. 27 Chowringhee for seven years to hold from the day of 187 at rupees a year, payable quarterly.
2. That of such rent quarters are due and unpaid.

[Demand of judgment.]

No. 21.

FOR USE AND OCCUPATION AT A FIXED RENT.

IN THE COURT OF AT

Civil Regular No.

A. B. of

against

C. D. of

A. B., the above-named plaintiff, states as follows:—

1. That on the day of 18, at street], at the rent of rupees, payable on the first days of
2. That the defendant occupied the said premises from the day of 18 to the day of 18
3. That the defendant has not paid rupees, being the part of said rent due on the first day of 18

[Demand of judgment.]

No. 22.

FOR USE AND OCCUPATION AT A REASONABLE RENT.

IN THE COURT OF AT

Civil Regular No.

A. B. of

against

C. D. of

A. B., the above-named plaintiff, executor of the will of X. Y. deceased, states as follows:—

1. That the defendant occupied the [house No. 18, street], by permission of the said X. Y., from the day of 18, until the day of 18 and no agreement was made as to payment for the use of the said premises.
2. That the use of the said premises for the said period was reasonably worth rupees.
3. That the defendant has not paid the same.
4. The plaintiff as such executor as aforesaid prays judgment for rupees.

No 23.

FOR BOARD AND LODGING.

IN THE COURT OF AT

Civil Regular No.

A. B. of

against

C. D. of

A. B., the above-named plaintiff, states as follows:—

1. That from the day of 18, until the day of 18, the defendant occupied certain rooms in the house [No. 18, street], by permission of the plaintiff, and was furnished by the plaintiff, at his request, with meat, drink, attendance and other necessaries.
2. That in consideration thereof, the defendant promised to pay, [or that no agreement was made as to payment for such meat, drink, attendance or necessaries, but the same were reasonably worth] the sum of rupees.
3. That the defendant has not paid the same.

[Demand of judgment.]

No. 24.

FOR FREIGHT OF GOODS.

IN THE COURT OF AT

Civil Regular No.

A. B. of

against

C. D. of

A. B., the above-named plaintiff, states as follows:—

1. That on the day of 18, at street], plaintiff transported in [his barge, or otherwise] [one thousand barrels of flour, or sundry goods], from to , at the request of the defendant.
2. That the defendant promised to pay the plaintiff the sum of [one rupee per barrel] as freight thereon. [Or, that no agreement was made as to payment for such transportation, but that such transportation was reasonably worth rupees.]
3. That the defendant has not paid the same.

[Demand of judgment.]

No. 25.

FOR PASSAGE MONEY.

IN THE COURT OF

AT

Civil Regular No.

A. B. of

against

C. D. of

A. B., the above-named plaintiff, states as follows:—

1. That on the day of 18 , plaintiff conveyed the defendant
[in his ship, called the at his request.] from rupees therefor.
2. That the defendant promised to pay the plaintiff rupees.
[or that no agreement was made as to the price of the said passage; but that the said passage
was reasonably worth rupees.]
3. That the defendant has not paid the same.

[Demand of judgment.]

No. 26.

ON AN AWARD.

IN THE COURT OF

AT

Civil Regular No.

A. B. of

against

C. D. of

A. B., the above-named plaintiff, states as follows:—

1. That on the day of 18 , at , the plaintiff
and defendant having a controversy between them concerning [a demand of the plaintiff for
the price of ten barrels of oil, which the defendant refused to pay], agreed to submit the same
to the award of E. F. and G. H., as arbitrators [or, entered into an agreement, a copy of
which is hereto annexed].
2. That on the day of 18 , at , the said arbi-
trators awarded that the defendant should [pay the plaintiff rupees].
3. That the defendant has not paid the same.

[Demand of judgment.]

[NOTE.—This will apply where the agreement to refer is not filed in Court.]

No. 27.

ON A FOREIGN JUDGMENT.

IN THE COURT OF

AT

Civil Regular No.

A. B. of

against

C. D. of

A. B., the above-named plaintiff, states as follows:—

1. That on the day of 18 , at , in the State
[or Kingdom] of , the Court of that State [or kingdom],
in a suit therein pending between the plaintiff and the defendant, duly adjudged that the
defendant should pay to the plaintiff rupees, with interest from the said date.
2. That the defendant has not paid the same.

[Demand of judgment.]

PLAINTS UPON INSTRUMENTS FOR THE PAYMENT OF MONEY ONLY.

No. 28.

ON AN ANNUITY BOND.

IN THE COURT OF

AT

Civil Regular No.

A. B. of

against

C. D. of

A. B., the above-named plaintiff, states as follows:—

1. That on the day of 18 , at , the defend-
ant by his bond became bound to the plaintiff in the sum of rupees to be paid by
the defendant to the plaintiff, subject to a condition that if the defendant should pay to the
plaintiff rupees half yearly on the day of and the day of ,
in every year during the life of the plaintiff, the said bond should be void.
2. That afterwards, on the day of 187 , the sum of rupees for
of the said half-yearly payments of the said annuity, became due to the plaintiff and is still
unpaid.

* [Demand of judgment.]

No. 29.

PAYER AGAINST MAKER.

IN THE COURT OF

AT

Civil Regular No. .

A. B. of

against

C. D. of

A. B., the above-named plaintiff, states as follows:—

1. That on the day of 18, at , the defendant by his promissory note now overdue, promised to pay to the plaintiff rupees [days] after date.
2. That he has not paid the same [except rupees, paid on the day of 18].

[Demand of judgment].

[NOTE.—Where the note is payable after notice, for paras. 1 and 2 substitute—

1. That on the day of at the defendant by his promissory note promised to pay to the plaintiff rupees months after notice.
2. That notice was afterwards given by the plaintiff to the defendant to pay the same months after the said notice.
3. That the said time for payment has elapsed, but the defendant has not paid the same.

Where the notice is payable at a particular place, say—

- 1.—That on the day of 187 at the defendant by his promissory note now overdue promised to pay to the plaintiff [at Messrs. A. and Co., Madras] rupees months after date.
- 2.—That the said note was duly presented for payment [at Messrs. A. and Co.] aforesaid, but has not been paid.

No. 30.

FIRST INDORSEER AGAINST MAKER.

IN THE COURT OF

AT

Civil Regular No. .

A. B. of

against

C. D. of

A. B., the above-named plaintiff, states as follows:—

1. That on the day of 18, at the defendant, by his promissory note, now overdue, promised to pay to the order of E. F. [or to E. F. or order] rupees [days after date].
2. That the said E. F. indorsed the same to the plaintiff.
3. That the defendant has not paid the same.

[Demand of judgment].

No. 31.

SUBSEQUENT INDORSEER AGAINST MAKER.

IN THE COURT OF

AT

Civil Regular No. .

A. B. of

against

C. D. of

A. B., the above-named plaintiff, states as follows:—

1. [As in the preceding form.]
2. That the same was, by the indorsement of the said E. F. and of G. H. and I. J. [or, and others] transferred to the plaintiff.

[Demand of judgment].

No. 32. .

FIRST INDORSEER AGAINST FIRST INDORSEER.

IN THE COURT OF

AT

Civil Regular No. .

A. B. of

against

C. D. of

A. B., the above-named plaintiff, states as follows:—

1. That E. F., on the day of 18, at , by his promissory note now overdue promised to pay to the defendant or order rupees months after date.
2. That the defendant indorsed the same to the plaintiff.
3. That on the day of 18 the same was duly presented for payment, but was not paid.

[Or state facts excusing want of presentment.]

4. That the defendant had notice thereof.
5. That he has not paid the same.

[Demand of judgment.]

No. 33.

SUBSEQUENT INDORSEER AGAINST FIRST INDORSEER; THE INDORSEMENT BEING SPECIAL.

IN THE COURT OF

AT

Civil Regular No.

A. B. of

against

C. D. of

A. B., the above-named plaintiff, states as follows:—

1. That the defendant indorsed to one *E. F.* a promissory note, now overdue, made [*or* purporting to have been made] by one *G. H.*, on the 18 day of , at , to the order of the defendant, for the sum of rupees [payable days after date].
2. That the same was by the indorsement of the said *E. F.*, [and others] transferred to the plaintiff. [*Or*, that the said *E. F.* indorsed the same to the plaintiff].
- 3, 4 and 5. [Same as 2, 3 and 4 of the preceding form.]

[Demand of judgment.]

No. 34.

SUBSEQUENT INDORSEER AGAINST HIS IMMEDIATE INDORSEER.

IN THE COURT OF

AT

Civil Regular No.

A. B. of

against

C. D. of

A. B., the above-named plaintiff, states as follows:—

1. That the defendant indorsed to him a promissory note, now overdue, made [*or* purporting to have been made] by one *E. F.*, on the 18 day of , to the order of one *G. H.*, for the sum of rupees [payable days after date], and indorsed by the said *G. H.* to the defendant.
- 2, 3 and 4. [As in No. 33.]

[Demand of judgment.]

No. 35.

SUBSEQUENT INDORSEER AGAINST INTERMEDIATE INDORSEER.

IN THE COURT OF

AT

Civil Regular No.

A. B. of

against

C. D. of

A. B., the above-named plaintiff, states as follows:—

1. That a promissory note, now overdue, made [*or* purporting to have been made] by one *E. F.*, on the 18 day of , to the order of one *G. H.*, for the sum of rupees [payable days after date], and indorsed by the said *G. H.* to the defendant, was by the indorsement of the defendant [and others] transferred to the plaintiff.
- 2, 3 and 4. [As in No. 33.]

[Demand of judgment.]

No. 36.

SUBSEQUENT INDORSEER AGAINST MAKER, FIRST AND SECOND INDORSEER.

IN THE COURT OF

AT

Civil Regular No.

A. B. of

against

C. D. of

E. F. of

and

G. H. of

A. B., the above-named plaintiff, states as follows:—

1. That on the 18 day of , at , the defendant, *C. D.*, by his promissory note, now overdue, promised to pay to the order of the defendant, *E. F.*, rupees [months after date].
2. That the said *E. F.* indorsed the same to the defendant, *G. H.*, who indorsed it to the plaintiff.
3. That on the 18 day of , the same was presented [*or state facts excusing presentment*] to the said *C. D.* for payment, but was not paid.
4. That the said *E. F.* and *G. H.* had notice thereof.
5. That they have not paid the same.

[Demand of judgment.]

No. 37.

DRAWER AGAINST ACCEPTOR.

IN THE COURT OF AT
Civil Regular No.

A. B. of
against
C. D. of

A. B., the above-named plaintiff, states as follows:—

1. That on the day of 18, at , by his bill of exchange now overdue, the plaintiff required the defendant to pay to him rupees [days after date, or sight thereof].
2. That the defendant accepted the said bill. [If the bill is payable at a certain time after sight, the date of acceptance should be stated, otherwise it is not necessary.]
3. That he has not paid the same.
4. That by reason thereof the plaintiff incurred expenses in and about the presenting and noting of the bill, and incidental to the dishonour thereof.

[Demand of judgment.]

[NOTE.—Where the bill is payable to a third party, for paras. 1, 2, 3, say—]

1. That on &c., at &c., by his bill of exchange now overdue directed to the defendant the plaintiff required the defendant to pay to E. F. or order rupees months after date.
2. That the plaintiff delivered the said bill to the said E. F. on
3. That the defendant accepted the said bill, but did not pay the same, whereupon the same was returned to the plaintiff.

No. 38.

PAYEE AGAINST ACCEPTOR.

IN THE COURT OF AT
Civil Regular No.

A. B. of
against
C. D. of

A. B., the above-named plaintiff, states as follows:—

1. That on the day of 18, the defendant accepted a bill of exchange, now overdue, made [or purporting to have been made] by one E. F., on the day of 18, at , requiring the defendant to pay to the plaintiff rupees after sight thereof.
2. That he has not paid the same.

[Demand of judgment.]

No. 39.

FIRST INDORSEE AGAINST ACCEPTOR.

IN THE COURT OF AT
Civil Regular No.

A. B. of
against
C. D. of

A. B., the above-named plaintiff, states as follows:—

1. That on the day of 18, the defendant accepted a bill of exchange, now overdue, made [or purporting to have been made] by one E. F., on the day of 18, at , requiring the defendant to pay to the order of one G. H. rupees after sight thereof.
2. That the said G. H. indorsed the same to the plaintiff.
3. That the defendant has not paid the same.

[Demand of judgment.]

No. 40.

SUBSEQUENT INDORSEE AGAINST ACCEPTOR.

IN THE COURT OF AT
Civil Regular No.

A. B. of
against
C. D. of

A. B., the above-named plaintiff, states as follows:—

1. [As in the preceding form, to the end of art. 1.]
2. That by the indorsement of the said G. H. [and others], the same was transferred to the plaintiff.
3. That the defendant has not paid the same.

[Demand of judgment.]

No. 41.

PAYER AGAINST DRAWER FOR NON-ACCEPTANCE.

IN THE COURT OF

AT

*Civil Regular No.**A. B. of**against**C. D. of**A. B.*, the above-named plaintiff, states as follows:—

1. That on the day of 18 , at , the defendant, by his bill of exchange, directed to *E. F.* required the said *E. F.* to pay to the plaintiff rupees [days after sight].
2. That on the day of 18 , the same was duly presented to the said *E. F.* for acceptance, and was dishonoured.
3. That the defendant had due notice thereof.
4. That he has not paid the same.

*[Demand of judgment.]**[NOTE.—Notice of dishonour by non-acceptance must be given at once.]*

No. 42.

FIRST INDORSEER AGAINST FIRST INDORSEER.

IN THE COURT OF

AT

*Civil Regular No.**A. B. of**against**C. D. of**A. B.*, the above-named plaintiff, states as follows:—

1. That the defendant indorsed to the plaintiff a bill of exchange now overdue, made [*or purporting to have been made*] by one *E. F.*, on the day of 18 , at , requiring one *G. H.* to pay to the order of the defendant rupees [days] after sight [*or after date, or at sight*] thereof, [and accepted by the said *G. H.* on the day of 18 .]
2. That on the day of 18 , the same was presented to the said *G. H.* for payment, and was dishonoured.
3. That the defendant had due notice thereof.
4. That he has not paid the same.

[Demand of judgment.]

No. 43.

SUBSEQUENT INDORSEE AGAINST FIRST INDORSEER; THE INDORSEMENT BEING SPECIAL.

IN THE COURT OF

AT

*Civil Regular No.**A. B. of**against**C. D. of**A. B.*, the above-named plaintiff, states as follows:—

1. That the defendant indorsed to one *E. F.* a bill of exchange, now overdue made [*or purporting to have been made*] by one *G. H.*, on the day of 18 , at , requiring one *I. J.* to pay to the order of the defendant rupees days after sight thereof [*or otherwise*], and accepted by the said *I. J.* on the day of 18 . [*This clause may be omitted, if not according to the fact.*]
2. That the same was, by the indorsement of the said *E. F.* [and others], transferred to the plaintiff.
3. That on the day of 18 , the same was presented to the said *I. J.* for payment, and was dishonoured.
4. That the defendant had due notice thereof.
5. That he has not paid the same.

[Demand of judgment.]

No. 44.

SUBSEQUENT INDORSEE AGAINST HIS IMMEDIATE INDORSEER.

IN THE COURT OF

AT

*Civil Regular No.**A. B. of**against**C. D. of**A. B.*, the above-named plaintiff, states as follows:—

1. That the defendant indorsed to plaintiff a bill of exchange now overdue made [*or purporting to have been made to*] by one *E. F.*, on the day of 18 , at , requiring one *G. H.* to pay to the order of *I. J.* rupees days after sight thereof [*or otherwise*], [accepted by the said *G. H.*] and indorsed by the said *I. J.* to the defendant.

2. That on the day of 18 , the same was presented to the said *G. H.* for payment, and was dishonoured.
3. That the defendant had due notice thereof.
4. That he has not paid the same.

[Demand of judgment.]

No. 45.

SUBSEQUENT INDORSEE AGAINST INTERMEDIATE INDORSEE.

IN THE COURT OF AT
Civil Regular No. .
A. B. of
against
C. D. of

A. B., the above-named plaintiff, states as follows:—

1. That a bill of exchange, now overdue made [or purporting to have been made] by one *E. F.*, on the day of 18 , at , requiring one *G. H.*, to pay to the order of one *I. J.* rupees days after sight thereof [or otherwise], [accepted by the said *G. H.*] and indorsed by the said *I. J.* to the defendant, was, by the indorsement of the defendant [and others], transferred to the plaintiff.
2. That on the day of 18 , the same was presented to the said *G. H.* for payment, and was dishonoured.
3. That the defendant had due notice thereof.
4. That he has not paid the same.

[Demand of judgment.]

No. 46.

INDORSEE AGAINST DRAWER, ACCEPTOR AND INDORSEE.

IN THE COURT OF AT
Civil Regular No. .
A. B. of
against
C. D. of
E. F. of
G. H. of

A. B., the above-named plaintiff, states as follows:—

1. That on the day of 18 , at , the defendant, *C. D.*, by his bill of exchange, now overdue directed to the defendant, *E. F.*, required the said *E. F.* to pay to the order of the defendant, *G. H.*, rupees [days after sight thereof].
2. That on the day of 18 , the said *E. F.* accepted the same.
3. That the said *G. H.* indorsed the same to the plaintiff.
4. That on the day of 18 , the same was presented to the said *E. F.* for payment, and was dishonoured.
5. That the other defendants had due notice thereof.
6. That they have not paid the same.

[Demand of judgment.]

No. 47.

PAYER AGAINST DRAWER FOR NON-ACCEPTANCE.

IN THE COURT OF AT
Civil Regular No. .
A. B. of
against
C. D. of

A. B., the above-named plaintiff, states as follows:—

1. That on the day of 18 , at , the defendant by his bill of exchange, required one *E. F.* to pay to the plaintiff in [London] pounds sterling, [sixty days] after sight thereof.
 2. That on the day of 18 , the same was presented to the said *E. F.* for acceptance, and was dishonoured, and was thereupon duly protested.
 3. That the defendant had due notice thereof.
 4. That he has not paid the same.
 5. That the value of pounds sterling, at the time of the service of notice of protest on the defendant, was rupees.]
- Wherefore the plaintiff demands judgment against the defendant for rupees, with [per centum] compensation and interest from the day of 18 .

No. 48.

PAYEE AGAINST ACCEPTOR.

IN THE COURT OF

AT

Civil Regular No.

A. B. of

against

C. D. of

A. B., the above-named plaintiff, states as follows:—

1. That on the day of 18 , at , one E. F., by his bill of exchange now overdue, directed to the defendant, required the defendant to pay to the plaintiff rupees after date [or days after sight] thereof.
2. That on the day of 18 , the defendant accepted the said bill.
3. That he has not paid the same.

[Demand of judgment.]

[NOTE.—This form omits to state the delivery of the bill to the plaintiff or his title to sue. See *Churchill v. Gardner*, 7 T. R. 596.]

No. 49.

ON A MARINE [OPEN] POLICY, ON VESSEL LOST BY PERILS OF THE SEA.

IN THE COURT OF

AT

Civil Regular No.

A. B. of

against

C. D. of

and E. F. of

A. B., the above-named plaintiff, states as follows:—

1. That plaintiff was the owner of [or, had an interest in] the ship at the time of its loss, as hereafter mentioned.
2. That on the day of 18 , at , the defendants, in consideration of rupees to them paid [or, which the plaintiff then promised to pay], executed to him a policy of insurance upon the said ship, a copy of which is hereto annexed; [or, whereby they promised to pay to the plaintiff, within days after proof of loss and interest, all loss and damage accruing to him by reason of the destruction or injury of the said ship, during its next voyage from to , whether by perils of the sea or by fire, or by other causes therein mentioned, not exceeding rupees].
3. That the said vessel, while proceeding on the voyage mentioned in the said policy, was, on the day of 18 , totally lost by the perils of the sea [or otherwise].
4. That the plaintiff's loss thereby was rupees.
5. That on the day of 18 , he furnished the defendant with proof of his loss and interest, and otherwise duly performed all the conditions of the said policy on his part.
6. That the defendants have not paid the said loss.

[Demand of judgment.]

No. 50.

ON CARGO, LOST BY FIRE:—VALUED POLICY.

IN THE COURT OF

AT

Civil Regular No.

A. B. of

against

C. D. of

A. B., the above-named plaintiff, states as follows:—

1. That plaintiff was the owner of [or, had an interest in] [one hundred bales of cotton] on board the ship at the time of its loss as hereafter mentioned.
2. That on the day of 18 , at , the defendant, in consideration of rupees, which the plaintiff then paid [or, promised to pay], executed to him a policy of insurance upon the said goods, a copy of which is hereto annexed; [or, whereby it promised to pay to the plaintiff rupees in case of the total loss, by fire or other causes mentioned, of the said goods before their landing at ; or, in case of partial loss, such damage as the plaintiff might sustain thereby, provided the same should exceed per centum of the whole value of the goods].
3. That on the day of 18 , at , while proceeding on the voyage mentioned in the said policy, the said goods were totally destroyed by fire.

4 and 5. [As in paragraphs 5 and 6 of the preceding Form.]

[Demand of judgment.]

No. 51.

ON FREIGHT:—VALUED POLICY.

IN THE COURT OF

AT

Civil Regular No.

A. B. of

against

C. D. of

A. B., the above-named plaintiff, states as follows:—

1. That plaintiff had an interest in the freight to be earned by the ship [] on her voyage from to , at the time of her loss as hereafter mentioned, and that a large quantity of goods were shipped upon freight in her at that time.
2. That on the day of 18 , at , the defendant, in consideration of rupees to it paid, executed to the plaintiff a policy of insurance upon the said freight, a copy of which is hereto annexed [or state its tenor, as before].
3. That the said vessel, while proceeding upon the voyage mentioned in the said policy, was, on the day of 18 , totally lost by [the perils of the sea].
4. That the plaintiff has not received any freight from the said vessel, nor did she earn any on the said voyage, by reason of her loss as aforesaid.
- 5 and 6. [As in Form No. 50.]

[Demand of judgment.]

No. 52.

FOR A LOSS BY GENERAL AVERAGE.

IN THE COURT OF

AT

Civil Regular No.

A. B. of

against

C. D. of

A. B., the above-named plaintiff, states as follows:—

1. That plaintiff was the owner of [or, had an interest in] [one hundred bales of cotton] shipped on board a vessel called the Y. Z., from to , at the time of the loss hereafter mentioned.
2. That on the day of 18 , at , in consideration of rupees [which the plaintiff then promised to pay], the defendant executed to the plaintiff a policy of insurance upon his said goods, a copy of which is hereto annexed, [or state its tenor, as before].
3. That on the day of 18 , while proceeding on the voyage mentioned in the said policy, the said vessel was so endangered by perils of the sea, that the master and crew thereof were compelled to, and did, cast into the sea a large part of her rigging and furniture.
4. That the plaintiff was, by reason thereof, compelled to, and did, pay a general average loss of rupees.
5. That on the day of 18 , he furnished the defendant with proof of his loss and interest, and otherwise duly performed all the conditions of the said policy on his part.
6. That the defendant has not paid the said loss.

[Demand of judgment.]

No. 53.

FOR A PARTICULAR AVERAGE LOSS.

IN THE COURT OF

AT

Civil Regular No.

A. B. of

against

C. D. of

A. B., the above-named plaintiff, states as follows:—

- 1 and 2. [As in the preceding Form.]
3. That on the day of 18 , while on the high seas, the sea-water broke into the said ship, and damaged the said [cotton] to the amount of rupees.
- 4 and 5. [As in paragraphs 5 and 6 of the preceding Form.]

[Demand of judgment.]

No. 54.

ON A FIRE INSURANCE POLICY.

IN THE COURT OF

AT

Civil Regular No.

A. B. of

against

C. D. of

A. B., the above-named plaintiff, states as follows:—

1. That plaintiff [was the owner of, or] had an interest in a [dwelling-house, known as No. , street, in the city of] at the time of its destruction [or, injury] by fire as hereinafter mentioned.

2. That on the day of 18 at , in consideration of rupees [to be paid], the defendant executed to the plaintiff a policy of insurance on the said [premises], a copy of which is hereto annexed; [or state its tenor].*
3. That on the day of 18 the said [dwelling-house] was totally destroyed [or, greatly damaged] by fire.
4. That the plaintiff's loss thereby was rupees.
5. That on the day of 18 he furnished the defendant with proof of his said loss and interest, and otherwise duly performed all the conditions of the said policy on his part.
6. That the defendant has not paid the said loss.

[Demand of judgment.]

No. 55.

AGAINST SURETIES FOR PAYMENT OF RENT.

IN THE COURT OF

AT

Civil Regular No.

A. B. of

against

C. D. of

A. B., the above-named plaintiff, states as follows:—

1. That on the day of 18 at , one street, E. F. hired from the plaintiff, for the term of years, the [house No.], at the annual rent of rupees, payable [monthly].
2. That [at the same time and place] the defendant agreed, in consideration of the letting of the said premises to the said E. F., to guarantee the punctual payment of the said rent.
3. That the rent aforesaid for the month of 18 , amounting to rupees, has not been paid.
- [If, by the terms of the agreement, notice is required to be given to the surety, add:—
4. That on the day of 18 the plaintiff gave notice to the defendant of the non-payment of the said rent, and demanded payment thereof.
5. That he has not paid the same.

[Demand of judgment.]

B. PLAINTS FOR COMPENSATION FOR BREACH OF CONTRACT.

No. 56.

FOR BREACH OF AGREEMENT TO CONVEY LAND.

IN THE COURT OF

AT

Civil Regular No.

A. B. of

against

C. D. of

A. B., the above-named plaintiff, states as follows:—

1. That on the day of 18 at , the plaintiff and defendant entered into an agreement, under their hands, of which a copy is hereto annexed.
- [Or That on, &c., the defendant agreed with the plaintiff that, in consideration of a deposit of rupees then paid, and of the further sum of ten thousand rupees payable as hereafter mentioned, he would, on the day of 18 at , execute to the plaintiff a good and sufficient conveyance of [the house No.] street, in the city of free from all incumbrances; and the plaintiff agreed to pay ten thousand rupees for the same on delivery thereof].
2. That on the day of 18 the plaintiff demanded the conveyance of the said property from the defendant, and tendered rupees to the defendant [or, that all conditions were fulfilled, and all things happened and all times elapsed necessary to entitle the plaintiff to have the said agreement performed by the defendant on his part].
3. That on the day of 18 the plaintiff again demanded such conveyance [or, that the defendant refused to execute the same].
4. That the defendant has not executed any conveyance of the said property to the plaintiff [or That there is a mortgage upon the said property, made by to , for rupees, registered in the office of 18 , and still unsatisfied, or any other defect of title].
5. That the plaintiff has thereby lost the use of the money paid by him as such deposit as aforesaid and of other moneys provided by him for the completion of the said purchase, and has lost the expenses incurred by him in investigating the title of the defendant and in preparing to perform the agreement on his part, and has incurred expense in endeavouring to procure the performance thereof by the defendant.
- Wherefore the plaintiff prays judgment for rupees compensation.

No. 57.

FOR BREACH OF AGREEMENT TO PURCHASE LAND.

IN THE COURT OF

AT

Civil Regular No.

A. B. of

against

C. D. of

A. B., the above-named plaintiff, states as follows:—

1. That on the day of 18, at , the plaintiff and defendant entered into an agreement, under their hands, of which a copy is hereto annexed.
[Or That on the day of 18, at , the plaintiff and defendant mutually agreed that the plaintiff should sell to the defendant, and that the defendant should purchase from the plaintiff, forty bighas of land in the village of

for rupees].
2. That on the day of 18, at , the plaintiff, being then the absolute owner of the said property [and the same being free from all incumbrances, as was made to appear to the defendant], tendered to the defendant a sufficient deed of conveyance of the same [or was ready and willing, and offered to convey the same to the defendant by a sufficient deed], on the payment by the defendant of the said sum.
3. That the defendant has not paid the same.

[Demand of judgment.]

No. 58.

ANOTHER FORM.

FOR NOT COMPLETING A PURCHASE OF IMMOVEABLE PROPERTY.

IN THE COURT OF

AT

Civil Regular No.

A. B. of

against

C. D. of

A. B., the above-named plaintiff, states as follows:—

1. That by an agreement dated the day of 187, it was agreed by and between the plaintiff and the defendant that the plaintiff should sell to the defendant and the defendant should purchase from the plaintiff a house and land at the price of rupees, upon the terms and conditions following (that is to say)—
(a.) That the defendant should pay the plaintiff a deposit of rupees in part of the said purchase-money on the signing of the said agreement, and the remainder on the day of 187, on which day the said purchase should be completed.

(b.) That the plaintiff should deduce and make a good title to the said premises on or before the day of 187, and on payment of the said remainder of the said purchase-money as aforesaid should execute to the defendant a proper conveyance of the said premises, to be prepared at the defendant's expense.

2. That all conditions were fulfilled, and all things happened and all times elapsed necessary to entitle the plaintiff to have the said agreement performed by the defendant on his part, yet the defendant did not pay the plaintiff the remainder of the said purchase-money as aforesaid on his part.

3. That the plaintiff has thereby lost the expense which he incurred in preparing to perform the said agreement on his part, and has been put to expense in endeavouring to procure the performance thereof by the defendant.

[Demand of judgment.]

No. 59.

FOR NOT DELIVERING GOODS SOLD.

IN THE COURT OF

AT

Civil Regular No.

A. B. of

against

C. D. of

A. B., the above-named plaintiff, states as follows:—

1. That on the day of 18, at , the plaintiff and defendant mutually agreed that the defendant should deliver [one hundred barrels of flour] to the plaintiff [on the day of 18, [and that the plaintiff should pay therefor rupees on delivery].

2. That on the [said] day, the plaintiff was ready and willing, and offered, to pay the defendant the said sum upon delivery of the said goods.

3. That the defendant has not delivered the same, whereby the plaintiff has been deprived of the profits which would have accrued to him from such delivery.

[Demand of judgment.]

No. 60.

FOR BREACH OF CONTRACT TO EMPLOY.

IN THE COURT OF

AT

Civil Regular No.

A. B. of

against

C. D. of

A. B., the above-named plaintiff, states as follows:—

1. That on the day of 18, at the plaintiff and defendant mutually agreed that the plaintiff should serve the defendant as [an accountant, or in the capacity of foreman, or as the case may be], and that the defendant should employ the plaintiff as such, for the term of [one year], and pay him for his services rupees [monthly].
2. That on the day of 18, the plaintiff entered upon the service of the defendant as aforesaid, and has ever since been, and still is, ready and willing to continue in such service during the remainder of the said year, whereof the defendant always had notice.
3. That on the day of 18, the defendant wrongfully discharged the plaintiff, and refused to permit him to serve as aforesaid, or to pay him for his services.

[Demand of judgment.]

No. 61.

FOR BREACH OF CONTRACT TO EMPLOY, WHERE THE EMPLOYMENT NEVER TOOK EFFECT.

IN THE COURT OF

AT

Civil Regular No.

A. B. of

against

C. D. of

A. B., the above-named plaintiff, states as follows:—

1. [As in preceding Form.]
2. That on the day of 18, at the plaintiff offered to enter upon the service of the defendant, and has ever since been ready and willing so to do.
3. That the defendant refused to permit the plaintiff to enter upon such service, or to pay him for his services.

[Demand of judgment.]

No. 62.

FOR BREACH OF CONTRACT TO SERVE.

IN THE COURT OF

AT

Civil Regular No.

A. B. of

against

C. D. of

A. B., the above-named plaintiff, states as follows:—

1. That on the day of 18, at the plaintiff and defendant mutually agreed that the plaintiff should employ the defendant at [an annual] compensation of rupees, and that the defendant should serve the plaintiff as [an artist] for the term of [one year].
2. That the plaintiff has always been ready and willing to perform his part of the said agreement [and on the day of 18 offered so to do].
3. That the defendant [entered upon the service of the plaintiff on the above-mentioned day, but afterwards, on the day of 18, he] refused to serve the plaintiff as aforesaid.

[Demand of judgment.]

No. 63.

AGAINST A BUILDER FOR DEFECTIVE WORKMANSHIP.

IN THE COURT OF

AT

Civil Regular No.

A. B. of

against

C. D. of

A. B., the above-named plaintiff, states as follows:—

1. That on the day of 18, at the plaintiff and defendant entered into an agreement, of which a copy is hereto annexed: [Or state the tenor of the contract].
2. That the plaintiff duly performed all the conditions of the said agreement on his part.
3. That the defendant built the house referred to in the said agreement in a bad and unworkmanlike manner.

[Demand of judgment.]

No. 64.

BY THE MASTER AGAINST THE FATHER OR GUARDIAN OF AN APPRENTICE.

IN THE COURT OF

AT

Civil Regular No.

A. B. of

against

C. D. of

A. B., the above-named plaintiff, states as follows:—

1. That on the day of 18 at the defendant entered into an agreement, under his hand and seal,* a copy of which is also hereto annexed:

[Or state the tenor of these covenants].

2. That after the making of the said agreement the plaintiff received the said [apprentice] into his service as such apprentice for the term aforesaid, and has always performed and been ready and willing to perform all things in the said agreement on his part to be performed.

3. That on the day of 18 the said [apprentice] wilfully absented himself from the service of the plaintiff, and continues so to do.

[Demand of judgment.]

No. 65.

BY THE APPRENTICE AGAINST THE MASTER.

IN THE COURT OF

AT

Civil Regular No.

A. B. of

against

C. D. of

A. B., the above-named plaintiff, states as follows:—

1. That on the day of 18 at the A. defendant entered into an agreement with the plaintiff's father, E. F., under their hands and seals, a copy of which is hereto annexed.

2. That after the making of the said agreement the plaintiff entered into the service of the defendant with him after the manner of an apprentice to serve for the term mentioned in the said agreement, and has always performed all things in the said agreement contained on his part to be performed.

3. That the defendant has not [instructed the plaintiff in the business of , or state any other breach, such as cruelty, failure to provide sufficient food, or other ill-treatment].

[Demand of judgment.]

No. 66.

ON A BOND FOR THE FIDELITY OF A CLERK.

IN THE COURT OF

AT

Civil Regular No.

A. B. of

against

C. D. of

A. B., the above-named plaintiff, states as follows:—

1. That on the day of 18 at plaintiff employed one E. F. as a clerk.

2. That on the day of 18 at the defendant agreed with the plaintiff, that if the said E. F. should not faithfully perform his duties as a clerk to the plaintiff, or should fail to account to the plaintiff for all moneys, evidences of debt, or other property received by him for the use of the plaintiff, the defendant would pay to the plaintiff whatever loss he might sustain by reason thereof, not exceeding rupees.

[Or That at the same time and place, the defendant bound himself to the plaintiff, by a writing under his hand, in the penal sum of rupees, conditioned that if the said E. F. should faithfully perform his duties as clerk and cashier to the plaintiff, and should justly account to the plaintiff for all moneys, evidences of debt, or other property which should be at any time held by him in trust for the plaintiff, the same should be void, but not otherwise].

[Or, 2. That at the same time and place, the defendant executed to the plaintiff a bond, a copy of which is annexed].

3. That between the day of 18 and the day of 18 the said E. F. received money and other property, amounting to the value of rupees, for the use of the plaintiff, for which he has not accounted to him, and the same still remains due and unpaid.

[Demand of judgment.]

* The form given in Act XIX of 1850 requires the seal of the father or guardian.

No. 67.

BY TENANT AGAINST LANDLORD, WITH SPECIAL DAMAGE.

IN THE COURT OF

AT

Civil Regular No.

A. B. of

against

C. D. of

A. B., the above-named plaintiff, states as follows:—

1. That on the day of 18, at , the defendant, by an instrument in writing, let to the plaintiff [the house No. street,] for the term of years, covenanting with the plaintiff that he, the plaintiff, and his legal representatives should quietly enjoy possession thereof for the said term.
2. That all conditions were fulfilled and all things happened necessary to entitle the plaintiff to maintain this suit.
3. That on the day of during the said term, one E. F., who was the lawful owner of the said house, lawfully evicted the plaintiff therefrom, and still withholds the possession thereof from him.
4. That the plaintiff was thereby [prevented from continuing the business of a tailor at the said place, was compelled to expend rupees in moving, and lost the custom of G. H. and I. J. by such removal.

[Demand of judgment.]

No. 68.

FOR BREACH OF WARRANTY OF MOVEABLES.

IN THE COURT OF

AT

Civil Regular No.

A. B. of

against

C. D. of

A. B., the above-named plaintiff, states as follows:—

1. That on the day of 18, at , the defendant warranted a steam-engine to be in good working order, and thereby induced the plaintiff to purchase the same of him, and to pay him rupees therefor.
2. That the said engine was not then in good working order, whereby the plaintiff incurred expense in having the said engine repaired, and lost the profits which would otherwise have accrued to him while the engine was under repair.

[Demand of judgment.]

No. 69.

ON AN AGREEMENT OF INDEMNITY.

IN THE COURT OF

AT

Civil Regular No.

A. B. of

against

C. D. of

A. B., the above-named plaintiff, states as follows:—

1. That on the day of 18, at , the plaintiff and defendant, being partners in trade under the firm of A. B. and C. D., dissolved the said partnership, and mutually agreed that the defendant should take and keep all the partnership property, pay all debts of the firm, and indemnify the plaintiff against all claims that might be made upon him on account of any indebtedness of the said firm.
2. That the plaintiff duly performed all the conditions of the said agreement on his part.
3. That on the day of 18, [a judgment was recovered against the plaintiff and defendant by one E. F., in the High Court of Judicature at upon a debt due from the said firm to the said E. F., and on the day of 18,] the plaintiff paid rupees [in satisfaction of the same].
4. That the defendant has not paid the same to the plaintiff.

[Demand of judgment.]

No. 70.

BY OWNER AGAINST FREIGHT OR FOR NOT LOADING.

IN THE COURT OF

AT

Civil Regular No.

A. B. of

against

C. D. of

A. B., the above-named plaintiff, states as follows:—

1. That on the day of 18, at , the plaintiff and defendant entered into an agreement, a copy of which is hereto annexed.
[Or, 1. That on , at , the plaintiff and defendant agreed by charter-party that the defendant should deliver to the plaintiff's ship at , on the day of 18, five

hundred tons of merchandise, which she should carry, and there deliver, on payment of freight; and that the defendant should have days for loading, days for discharge, and days for demurrage, if required, at rupees per day].

2. That at the time fixed by the said agreement the plaintiff was ready and willing, and offered to receive [the said merchandise, or, the merchandise mentioned in the said agreement] from the defendant.

3. That the period allowed for loading and demurrage has elapsed, but the defendant has not delivered the said merchandise to the said vessel.

Wherefore, the plaintiff demands judgment for rupees for demurrage and rupees additional for compensation.

C.—PLAINTS FOR COMPENSATION UPON WRONGS.

No. 71.

FOR TRESPASS ON LAND.

IN THE COURT OF AT
Civil Regular No.

A. B. of

against

C. D. of

A. B., the above-named plaintiff, states as follows:—

That on the day of 18, at , the defendant entered upon certain land of the plaintiff, known as [and depastured the same with cattle, trod down the grass, cut the timber, and otherwise injured the same].

[Demand of judgment.]

No. 72.

FOR TRESPASS IN ENTERING A DWELLING-HOUSE.

IN THE COURT OF AT
Civil Regular No.

A. B. of

against

C. D. of

1. That the defendant entered a dwelling-house of the plaintiff called , and made a noise and disturbance therein for a long time, and broke upon the doors of the said dwelling-house, and removed, took and carried away the fixtures and goods of the plaintiff therein, and disposed of the same to the defendant's own use, and expelled the plaintiff and his family from the possession of the said dwelling-house, and kept them so expelled for a long time.

2. That the plaintiff was thereby prevented from carrying on his business, and incurred expense in procuring another dwelling-house for himself and family.

[Demand of judgment.]

No. 73.

FOR TRESPASS ON MOVEABLES.

IN THE COURT OF AT
Civil Regular No.

A. B. of

against

C. D. of

A. B., the above-named plaintiff, states as follows:—

That on the day of 18, at , the defendant broke open ten barrels of rum belonging to the plaintiff, and emptied their contents into the street [or seized and took the plaintiff's goods, that is to say, iron, rice and household furniture [or as the case may be], and carried away the same and disposed of them to his own use:

or, seized and took the plaintiff's cows and bullocks, and impounded them and kept them impounded for a long time.

2. That the plaintiff was thereby deprived of the use of the cows and bullocks during that time, and incurred expense in feeding them and in getting them restored to him; and was also prevented from selling them at fair, as he otherwise would have done, and the said cows and bullocks are diminished in value to the plaintiff [otherwise state the injury according to the facts].

[Demand of judgment.]

No. 74.

FOR THE CONVERSION OF MOVEABLE PROPERTY.

IN THE COURT OF AT
Civil Regular No.

A. B. of

against

C. D. of

A. B., the above-named plaintiff, states as follows:—

1. That on the day of 18, plaintiff was in possession of certain goods described in the schedule hereto annexed [or of one thousand barrels of flour]

2. That on that day, at _____, the defendant converted the same to his own use, and wrongfully deprived the plaintiff of the use and possession of the same.

[Demand of judgment.]

[The Schedule.]

No. 75.

AGAINST A WAREHOUSEMAN FOR REFUSAL TO DELIVER GOODS.

IN THE COURT OF

AT

Civil Regular No.

A. B. of

against

C. D. of

A. B., the above-named plaintiff, states as follows:—

1. That on the _____ day of _____ 18____, at _____, the defendant, in consideration of the payment to him of _____ rupees [or, _____ rupees per barrel, per month, &c.], agreed to keep in his godown [one hundred barrels of flour], and to deliver the same to the plaintiff, on payment of the said sum.

2. That thereupon the plaintiff deposited with the defendant the said [hundred barrels of flour].

3. That on the _____ day of _____ 18____, the plaintiff requested the defendant to deliver the said goods, and tendered him _____ rupees [or, the full amount of storage due thereon], but the defendant refused to deliver the same.

4. That the plaintiff was thereby prevented from selling the said goods to E. F., and the same are lost to the plaintiff.

[Demand of judgment.]

No. 76.

FOR PROCURING PROPERTY BY FRAUD.

IN THE COURT OF

AT

Civil Regular No.

A. B. of

against

C. D. of

A. B., the above-named plaintiff, states as follows:—

1. That on the _____ day of _____ 18____, at _____, the defendant, for the purpose of inducing the plaintiff to sell him certain goods, represented to the plaintiff that [he, the defendant, was solvent, and worth _____ rupees over all his liabilities].

2. That the plaintiff was thereby induced to sell [and deliver] to the defendant [dry goods] of the value of _____ rupees.

3. That the said representations were false [or, state the particular falsehoods], and were then known by the defendant to be so.

4. That the defendant has not paid for the said goods. [Or, if the goods were not delivered] That the plaintiff, in preparing and shipping the said goods and procuring their restoration, expended _____ rupees.

[Demand of judgment.]

No. 77.

FOR FRAUDULENTLY PROCURING CREDIT TO BE GIVEN TO ANOTHER PERSON.

IN THE COURT OF

AT

Civil Regular No.

A. B. of

against

C. D. of

A. B., the above-named plaintiff, states as follows:—

1. That on the _____ day of _____ 18____, at _____, the defendant represented to the plaintiff, that one E. F. was solvent and in good credit, and worth _____ rupees over all his liabilities [or that E. F. then held a responsible situation, and was in good circumstances, and might safely be trusted with goods on credit].

2. That the plaintiff was thereby induced to sell to the said E. F. [rice] of the value of _____ rupees [on _____ months' credit].

3. That the said representations were false and were then known by the defendant to be so, and were made by him with intent to deceive and defraud the plaintiff [or, to deceive and injure the plaintiff].

4. That the said E. F. [did not pay for the said goods at the expiration of the credit aforesaid, or,] has not paid for the said rice, and the plaintiff has wholly lost the same by reason of the premises.

[Demand of judgment.]

No. 78.

FOR POLLUTING THE WATER UNDER THE PLAINTIFF'S LAND.

IN THE COURT OF

AT

Civil Regular No.

A. B. of

against

C. D. of

A. B., the above-named plaintiff, states as follows:—

1. That he is, and at all the times hereinafter mentioned was, possessed of certain land called _____ and situate in _____, and of a well therein and of water in the said well, and was entitled to the use and benefit of the said well and of the said water therein, and to have certain springs and streams of water which flowed and ran into the said well to supply the same so flow or run without being fouled or polluted.
2. That on the _____ day of _____ 18____, the defendant wrongfully fouled and polluted the said well and the said water therein and the said springs and streams of water which flowed into the said well.
3. That by reason of the premises the said water in the said well became impure and unfit for domestic and other necessary purposes, and the plaintiff and his family are deprived of the use and benefit of the said well and water.

[Demand of judgment.]

No. 79.

FOR CARRYING ON A NOXIOUS MANUFACTURE.

IN THE COURT OF

AT

Civil Regular No.

A. B. of

against

C. D. of

A. B., the above-named plaintiff, states as follows:—

1. That plaintiff is, and at all the times hereinafter mentioned was, possessed of certain lands called _____ situate in _____ day of _____ 18____, the defendant has wrongfully caused to issue and proceed from certain smelting works carried on by the defendant large quantities of offensive, poisonous and unwholesome smoke and other vapours and noxious matter which spread and diffused themselves over and upon the said lands, and impregnated and corrupted the air, and settled and deposited on the soil and surface of the said lands.
2. That thereby the trees, hedges, herbage of crops and the plaintiff growing on the said lands were damaged and deteriorated in value, and the cattle and live stock of the plaintiff on the said lands became unhealthy and diseased, and divers of them were poisoned and died.
3. That by reason of the premises the plaintiff was unable to depasture the said lands with cattle and sheep, as he otherwise might have done, and was obliged to remove his cattle, sheep and farming stock therefrom, and has been prevented from having so beneficial and healthy a use and occupation by the said lands as he otherwise would have had.

[Demand of judgment.]

No. 80.

FOR OBSTRUCTING A WAY.

IN THE COURT OF

AT

Civil Regular No.

A. B. of

against

C. D. of

A. B., the above-named plaintiff, states as follows:—

1. That plaintiff is, and at the time hereafter mentioned was, possessed of [a house in the town of _____].
2. That he was accustomed to pass [with vehicles, or, on foot] along a certain way leading from his said house to [the highway].
3. That on the _____ day of _____ 18____, the defendant obstructed the said way, so that the plaintiff could not pass [with vehicles, or, on foot, or, in any manner] along the said way [and has ever since obstructed the same].
4. [State special damage, if any.]

[Demand of judgment.]

ANOTHER FORM.

1. That the defendant wrongfully dug a trench and heaped up earth and stones in the public highway leading from _____ to _____ so as to obstruct it.
2. That thereby the plaintiff, while lawfully passing along the said highway, fell over the said earth and stones [or into the said trench] and broke his arm, and suffered great pain, and was prevented from attending to his business for a long time, and incurred expense for medical attendance.

[Demand of judgment.]

No. 81.

FOR DIVERTING A WATER-COURSE.

IN THE COURT OF

AT

Civil Regular No.

A. B. of

against

C. D. of

A. B., the above-named plaintiff, states as follows:—

1. That the plaintiff is, and at the time hereinafter mentioned was, possessed of a mill situated on a [stream], known as the _____, in the village of _____ district of _____
2. That by reason of such possession the plaintiff was entitled to the flow of the said stream for working the said mill.
3. That on the _____ day of _____ 18____, the defendant, by cutting the bank of the said stream, diverted the water thereof so that less water ran into the plaintiff's mill.
4. That by reason thereof, the plaintiff has been unable to grind more than _____ sacks per day, whereas, before the said diversion of water, he was able to grind _____ sacks per day.

[Demand of judgment.]

No. 82.

FOR OBSTRUCTING A RIGHT TO USE WATER FOR IRRIGATION.

IN THE COURT OF

AT

Civil Regular No.

A. B. of

against

C. D. of

1. That the plaintiff is and was at the time hereinafter mentioned possessed of certain lands situate, &c., and entitled to take and use a portion of the water of a certain stream for irrigating the said lands.
2. That on the _____ day of _____ the defendant prevented the plaintiff from taking and using the said portion of the said water as aforesaid, by obstructing and diverting the said stream.

[Demand of judgment.]

No. 83.

FOR WASTE BY A LESSEE.

IN THE COURT OF

AT

Civil Regular No.

A. B. of

against

C. D. of

A. B., the above-named plaintiff, states as follows:—

1. That on the _____ day of _____ 18____, the defendant hired from him the [house No. _____ street _____] for the term of _____
2. That the defendant occupied the same under such hiring.
3. That during the period of such occupation, the defendant greatly injured the premises [defaced the walls, tore up the floors, and broke down the doors; or otherwise specify the injuries as far as possible].

Wherefore, the plaintiff demands judgment for _____ rupees compensation.

No. 84.

FOR ASSAULT AND BATTERY.

IN THE COURT OF

AT

Civil Regular No.

A. B. of

against

C. D. of

A. B., the above-named plaintiff, states as follows:—

That on the _____ day of _____ 18____, at _____, the defendant assaulted and beat him.

Wherefore, the plaintiff demands judgment for _____ rupees compensation.

No. 85.

FOR ASSAULT AND BATTERY, WITH SPECIAL DAMAGE.

IN THE COURT OF

AT

Civil Regular No.

A. B. of
against
C. D. of

A. B., the above-named plaintiff, states as follows:—

1. That on the day of 18, at, the defendant assaulted and beat the plaintiff, until he became insensible.

2. That the plaintiff was thereby disabled from attending to his business for [six weeks thereafter], and was compelled to pay rupees for medical attendance, and has been ever since disabled [from using his right arm]. [Or, otherwise state the damage, as the case may be].

[Demand of judgment.]

No. 86.

FOR ASSAULT AND FALSE IMPRISONMENT.

IN THE COURT OF

AT

Civil Regular No.

A. B. of
against
C. D. of

A. B., the above-named plaintiff, states as follows:—

1. That on the day of 18, at, the defendant assaulted the plaintiff and imprisoned him for days [or hours]; [state special damage, if any, thus:—

2. That by reason thereof the plaintiff suffered great pain of body and mind and was exposed and injured in his credit and circumstances, and was prevented from carrying on his business and from providing for his family by his personal care and attention, and incurred expense in obtaining his liberation from the said imprisonment, [or otherwise as the case may be].

[Demand of judgment.]

No. 87.

FOR INJURIES CAUSED BY NEGLIGENCE ON A RAILROAD.

IN THE COURT OF

AT

Civil Regular No.

A. B. of
against
The

Railway Company.

A. B., the above-named plaintiff, states as follows:—

1. That on the day of 18, the defendants were common carriers of passengers by railway between and

2. That on that day the plaintiff was a passenger in one of the carriages of the defendants on the said road.

3. That while he was such passenger, at [or, near the station of], or, between the stations of and, a collision occurred on the said railway, caused by the negligence and unskilfulness of the defendants' servants, whereby the plaintiff was much injured [having his leg broken, his head cut, &c., and state the special damage, if any, as], and incurred expense for medical attendance, and is permanently disabled from carrying on his former business as a salesman.

[Demand of judgment.]

[Or thus:—2. That on that day the defendants by their servants so negligently and unskilfully drove an engine and a train of carriages attached thereto upon and along the defendants' railway which the plaintiff was then lawfully crossing, that the said engine and train were driven and struck against the plaintiff, whereby &c., as in § 3.]

No. 88.

FOR LIBEL; THE WORDS BEING LIBELLOUS IN THEMSELVES.

IN THE COURT OF

AT

Civil Regular No.

A. B. of
against
C. D. of

A. B., the above-named plaintiff, states as follows:—

1. That on the day of 18, at, the defendant published in a newspaper, called the [or, in a letter addressed to E. F.], the following words, concerning the plaintiff: [Set forth the words used.]

2. That the said publication was false and malicious.

[Demand of judgment.]

NOTE.—If the libel was in a language not the language of the Court, set out the libel verbatim in the foreign language in which it was published, and then proceed thus:—“Which said words, being translated into the language have the meaning and effect following, and were so understood by the persons to whom they were so published, that is to say, [here set out a literal translation of the libel in the language of the Court.]”

No. 89.

FOR LIBEL; THE WORDS NOT BEING LIBELLOUS IN THEMSELVES.

IN THE COURT OF

AT

Civil Regular No.

A. B. of

against

C. D. of

A. B., the above-named plaintiff, states as follows:—

1. That the plaintiff [is, and] was, on and before the day of 18, at , the defendant a merchant, doing business in the city of 18, at , the defendant
2. That on the day of 18, at , [or, in a letter addressed to E. F. published in a newspaper, called the following words concerning the plaintiff: or otherwise show how published], the following words concerning the plaintiff: ["A. B., of this city, has modestly retired to foreign lands. It is said that creditors to the amount of rupees are anxiously seeking his address"].
3. That the defendant meant thereby that [the plaintiff had absconded to avoid his creditors, and with intent to defraud them].
4. That the said publication was false and malicious.

[Demand of judgment.]

No. 90.

FOR SLANDER; THE WORDS BEING ACTIONABLE IN THEMSELVES.

IN THE COURT

AT

Civil Regular No.

A. B. of

against

C. D. of

A. B., the above-named plaintiff, states as follows:—

1. That on the day of 18, at , the defendant falsely and maliciously spoke, in the hearing of E. F. [or sundry persons], the following words, concerning the plaintiff: ["He is a thief"].
2. That in consequence of the said words, the plaintiff lost his situation as in the employ of

[Demand of judgment.]

No. 91.

FOR SLANDER; THE WORDS NOT BEING ACTIONABLE IN THEMSELVES.

IN THE COURT OF

AT

Civil Regular No.

A. B. of

against

C. D. of

A. B., the above-named plaintiff, states as follows:—

1. That on the day of 18, at , the defendant falsely and maliciously said to one E. F., concerning the plaintiff: ["He is a young man of remarkably easy conscience"].
2. That the plaintiff was then seeking employment as a clerk, and the defendant meant by the said words, that the plaintiff was not trustworthy as a clerk.
3. That in consequence of the said words [the said E. F. refused to employ the plaintiff as a clerk].

[Demand of judgment.]

No. 92.

FOR MALICIOUS PROSECUTION.

IN THE COURT OF

AT

Civil Regular No.

A. B. of

against

C. D. of

A. B., the above-named plaintiff, states as follows:—

1. That on the day of 18, at , the defendant obtained a warrant of arrest from [a police magistrate of the said city, or as the case may be,] on a charge of , and the plaintiff was arrested thereon, and imprisoned for [days, or, hours, and gave bail in the sum of rupees to obtain his release].

2. That in so doing, the defendant acted maliciously and without reasonable or probable cause.

3. That on the day of 18, the said magistrate dismissed the complaint of the defendant, and acquitted the plaintiff.

4. That many persons, whose names are unknown to the plaintiff, hearing of the said arrest, and supposing the plaintiff to be a criminal, have ceased to do business with him; or, that in consequence of the said arrest, the plaintiff lost his situation as clerk to one E. F., or that by reason of the premises the plaintiff suffered pain of body and mind, and was prevented from transacting his business, and was injured in his credit, and incurred expense in obtaining his release from the said imprisonment and in defending himself against the said complaint.

[Demand of judgment.]

No. 93.

FOR SLANDER OF TITLE.

IN THE COURT OF

AT

Civil Regular No.

A. B. of

against

C. D. of

A. B., the above-named plaintiff, states as follows:—

1. That on the day of 18, plaintiff was the absolute owner of [the house No. street, or an estate in the town of E. F., G. H. and I J.], bounded by land of

2. That on that day, at the defendant spoke, in the presence of K. L. [and other persons], the following words concerning the plaintiff and his said property [“A. B. does not own that house [or estate]. He has sold it to me, and I have a good title to it”].

3. That the said words were false and malicious.

4. That by reason of the said words, the said K. L., who was then about to purchase the said property from the plaintiff, refused to do so. [Or otherwise show special damage].

[Demand of judgment.]

[NOTE.—This suit will not lie unless special damage has been sustained.]

D. PLAINTS IN SUITS FOR SPECIFIC PROPERTY.

No. 94.

BY THE ABSOLUTE OWNER FOR THE POSSESSION OF IMMOVEABLE PROPERTY.

IN THE COURT OF

AT

Civil Regular No.

A. B. of

against

C. D. of

A. B., the above-named plaintiff, states as follows:—

1. That he is the absolute owner of the [estate, or the share of the estate called situate in the District of the estimated value rupees, or of the house No. street in the town of Calcutta the estimated value of which is rupees].

2. That the defendant withholds the possession thereof from the plaintiff. Wherefore, the plaintiff demands judgment:

- (1). For the possession of the said premises;
- (2). For rupees compensation for withholding the same.

No. 95.

BY THE TENANT.

IN THE COURT OF

AT

Civil Regular No.

A. B. of

against

C. D. of

A. B., the above-named plaintiff, states as follows:—

1. That one E. F. is the absolute owner of [a piece of land in the town of Calcutta, the estimated value of which is rupees], bounded as follows:

2. That on the day of 18, the said E. F. let the said premises to the plaintiff for years, from

3. That the defendant withholds the possession thereof from the plaintiff.

[Demand of judgment.]

No. 96.

FOR MOVEABLE PROPERTY WRONGFULLY TAKEN.

IN THE COURT OF

AT

Civil Regular No.

A. B. of

against

C. D. of

A. B., the above-named plaintiff, states as follows:—

1. That on the day of 18, plaintiff owned [or, was possessed of], one hundred barrels of flour, the estimated value of which is rupees

2. That on that day, at _____, the defendant took the same.
Wherefore, the plaintiff prays judgment:
(1). For the possession of the said goods, or for _____ rupees in case such possession cannot be had;
(2). For _____ rupees compensation for the detention thereof.

No. 97.

FOR MOVEABLES WRONGFULLY DETAINED.

IN THE COURT OF

AT

Civil Regular No.

A. B. of

against

C. D. of

A. B., the above-named plaintiff, states as follows:—

1. That on the _____ day of _____ 18____, plaintiff owned [or, state facts showing a right to the possession] the goods mentioned in the schedule hereto annexed [or describe the goods], the estimated value of which is rupees _____.
 2. That from that day until the commencement of this suit, the defendant has detained the same from the plaintiff.
 3. That before the commencement of this suit, to wit, on the _____ day of _____ 18____, the plaintiff demanded the same from the defendant, but he refused to deliver them.
- Wherefore, the plaintiff demands judgment:
- (1). For the possession of the said goods, or for _____ rupees, in case such possession cannot be had;
 - (2). For _____ rupees compensation for the detention thereof.
- The schedule.*

No. 98.

AGAINST A FRAUDULENT PURCHASER AND HIS TRANSFEREE.

IN THE COURT OF

AT

Civil Regular No.

A. B. of

against

C. D. of

A. B., the above-named plaintiff, states as follows:—

1. That on the _____ day of _____ 18____, at _____, the defendant [C. D.], for the purpose of inducing the plaintiff to sell him certain goods, represented to the plaintiff that [he was solvent, and worth _____ rupees over all his liabilities].
 2. That the plaintiff was thereby induced to sell and deliver to the said C. D. [one hundred boxes of tea], the estimated value of which is _____ rupees.
 3. That the said representations were false, and were then known by the said C. D. to be so. [Or That at the time of making the said representations, the said C. D. was insolvent, and knew himself to be so].
 4. That the said C. D. afterwards transferred the said goods to the defendant, E. F.
- Wherefore, the plaintiff demands judgment:
- (1). For the possession of the said goods, or for _____ rupees, in case such possession cannot be had;
 - (2). For _____ rupees compensation for the detention thereof.

E. PLAINTS IN SUITS FOR SPECIAL RELIEF.

No. 99.

FOR RESCISSION OF A CONTRACT ON THE GROUND OF MISTAKE.

IN THE COURT OF

AT

Civil Regular No.

A. B. of

against

C. D. of

A. B., the above-named plaintiff, states as follows:—

1. That on the _____ day of _____ 18____, the defendant represented to the plaintiff that a certain piece of ground belonging to the defendant, situated at _____, contained [ten bighas].
 2. That the plaintiff was thereby induced to purchase the same at the price of _____ rupees in the belief that the said representation was true, and signed an agreement, of which a copy is hereto annexed. But no conveyance of the same has been executed to him.
 3. That on the _____ day of _____ 18____, the plaintiff paid the defendant _____ rupees as part of such purchase-money.
 4. That the said piece of ground contained in fact only [five bighas].
- Wherefore, the plaintiff demands judgment:
- (1). For _____ rupees, with interest from the _____ day of _____ 18____;
 - (2). That the said agreement of purchase be delivered up and cancelled.

No. 100.

FOR AN INJUNCTION RESTRAINING WASTE.

IN THE COURT OF AT
Civil Regular No.

A. B. of
against
C. D. of

A. B., the above-named plaintiff, states as follows:—

1. That plaintiff is the absolute owner of [describe the property].
2. That the defendant is in possession of the same under a lease from the plaintiff.
3. That the defendant has [cut down a number of valuable trees, and threatens to cut down many more for the purpose of sale] without the consent of the plaintiff.

Wherefore, the plaintiff demands judgment, that the defendant be restrained by injunction from committing or permitting any further waste on the said premises

[Pecuniary compensation might also be demanded.]

No. 101.

FOR ABATEMENT OF A NUISANCE.

IN THE COURT OF AT
Civil Regular No.

A. B. of
against
C. D. of

A. B., the above-named plaintiff, states as follows:—

1. That plaintiff is, and at all the times hereinafter mentioned was, the absolute owner of [the house No. street, Calcutta].
2. That the defendant is, and at all the said times was, the absolute owner of [a plot of ground in the same street].
3. That on the day of 18, the defendant erected upon his said lot a slaughter-house, and still maintains the same; and from that day until the present time has continually caused cattle to be brought and killed there [and has caused the blood and offal to be thrown into the street opposite the said house of the plaintiff].
4. That [the plaintiff has been compelled, by reason of the premises, to abandon the said house, and has been unable to rent the same].

Wherefore, the plaintiff demands judgment, that the said nuisance be abated.

No. 102.

FOR AN INJUNCTION AGAINST THE DIVERSION OF A WATER-COURSE.

IN THE COURT OF AT
Civil Regular No.

A. B. of
against
C. D. of

A. B., the above-named plaintiff, states as follows:—

[As in No. 80.]

Wherefore, the plaintiff demands judgment, that the defendant be restrained by injunction from diverting the water as aforesaid.

No. 103.

FOR RESTORATION OF MOVEABLE PROPERTY, THREATENED WITH DESTRUCTION, AND FOR AN INJUNCTION.

IN THE COURT OF AT
Civil Regular No.

A. B. of
against
C. D. of

A. B., the above-named plaintiff, states as follows:—

1. That plaintiff is, and at all times hereinafter mentioned was, the owner of [a portrait of his grandfather, which was executed by an eminent painter], and of which no duplicate exists [or state any facts showing that the property is of a kind that cannot be replaced by money].
2. That on the day of 18, he deposited the same for safe-keeping with the defendant.
3. That on the day of 18, he demanded the same from the defendant, and offered to pay all reasonable charges for the storage of the same.
4. That the defendant refuses to deliver the same to the plaintiff, and threatens to conceal, dispose of, cut or injure the same if required to deliver it up.
5. That no pecuniary compensation would be an adequate compensation to the plaintiff for the loss of the said [painting].

Wherefore, the plaintiff demands judgment:

- (1). That the defendant be restrained by injunction from disposing of, injuring, or concealing the said [painting];
- (2). That he return the same to the plaintiff.

[NOTE.—See Wood v. Rowell, 3 Haro 309. And see 2 Gill, 64.]

No. 104.

INTERPLEADER.

AT

IN THE COURT OF

Civil Regular No.

A. B. of

against

C. D. of

and

E. F. of

A. B., the above-named plaintiff, states as follows:—

1. That before the date of the claims hereinafter mentioned, one G. H. deposited with the plaintiff [describe the property] for [safe keeping].
2. That the defendant, C. D., claims the same [under an alleged assignment thereof to him from the said G. H.].
3. That the defendant, E. F., also claims the same [under an order of the said G. H. transferring the same to him].
4. That the plaintiff is ignorant of the respective rights of the defendants.
5. That he has no claim upon the said property, and is ready and willing to deliver it to such persons as the Court shall direct.
6. That this suit is not brought by collusion with either of the defendants.

Wherefore, the plaintiff demands judgment:

- (1). That the defendants be restrained, by injunction, from taking any proceedings against the plaintiff in relation thereto;
- (2). That they be required to interplead together concerning their claims to the said property;
- (3). That some person be authorized to receive the said property pending such litigation;
- (4). That upon delivering the same to such [person], the plaintiff be discharged from all liability to either of the defendants in relation thereto.

No. 105.

ADMINISTRATION BY CREDITOR.

AT

IN THE COURT OF

Civil Regular No.

A. B. of

against

C. D. of

A. B., the above-named plaintiff, states as follows:—

1. E. F., late of , was at the time of his death, and his estate still is, indebted to the plaintiff in the sum of [here insert nature of debt and security, if any].
2. The said E. F. made his Will dated the day of and thereof appointed C. D. executor [or devised his estate in trust, &c., or died intestate, as the case may be].
3. The said Will was proved by the said C. D. [or letters of administration were granted, &c.].
4. The defendant has possessed himself of the moveable [and immoveable or the proceeds of the immoveable] property of the said E. F., and has not paid the plaintiff his said debt.
5. The said E. F. died on or about the day of
6. The plaintiff prays that an account may be taken of the moveable [and immoveable] property of the said E. F. deceased, and that the same may be administered under the decree of the Court.

No. 106.

ADMINISTRATION BY SPECIFIC LEGATEES.

AT

IN THE COURT OF

Civil Regular No.

A. B. of

against

C. D. of

[Alter Form 103 thus:—]

[Omit paragraph 1 and commence paragraph 2] E. F., late of , duly made his last Will dated the day of and thereof appointed C. D. executor, "and by such Will bequeathed to the plaintiff [here state the specific legacy]."

For paragraph 4 substitute—

The defendant is in possession of the moveable property of the said E. F., and inter alia, of the said [here name the subject of the specific bequest].

For the commencement of paragraph 6 substitute—

The plaintiff prays that the defendant may be ordered to deliver to him the said [here name the subject of the specific bequest], or that, &c.

No. 107.

ADMINISTRATION BY PECUNIARY LEGATEES.

AT

IN THE COURT OF

Civil Regular No.

A. B. of

against

C. D. of

[Alter Form 103 thus:—]

[Omit paragraph 1 and substitute for paragraph 2] E. F., late of , duly made his last Will dated the day of , and thereof appointed C. D. executor, and by such Will bequeathed to the plaintiff a legacy of Rs. [here state the legacy].

In paragraph 4, substitute "legacy" for "debt."

No. 108.

EXECUTION OF TRUSTS.

IN THE COURT OF

AT

Civil Regular No.

A. B. of ... Plaintiff,

against

C. D. of ... the or one
of the beneficiaries, ... Defendant.

A. B., the above-named plaintiff, states as follows:—

1. That he is one of the trustees under an instrument of settlement bearing date on or about the day of made upon the marriage of the said E. F. and G. H., the father and mother of the defendant [or an instrument of assignment of the estate and effects of E. F. for the benefit of C. D. the defendant, and other the creditors of E. F.]

2. The said A. B. has taken upon himself the burden of the said trust, and is in possession of [or of the proceeds of] the moveable and immoveable property conveyed [or assigned] by the before-mentioned deed.

3. The said C. D. claims to be entitled to a beneficial interest under the before-mentioned deed.

4. The plaintiff is desirous to account for all the rents and profits of the said immoveable property [and the proceeds of the sale of the said or part of the said immoveable property, or moveable, or the proceeds of the sale of, or part of, the said moveable property, or the profits accruing to the plaintiff as such trustee in the execution of the said trust]; and he prays that the Court will take the accounts of the said trust, and also that the whole of said trust estate may be administered in the Court for the benefit of the said C. D., the defendant, and all other persons who may be interested in such administration, in the presence of the said C. D. and such other persons so interested as the Court may direct, or that the said C. D. may shew good cause to the contrary.

[N. B.—Where the suit is by a beneficiary, the plaint may be modelled, *mutatis mutandis*, on the plaint by a legatee].

No. 109.

FORECLOSURE.

IN THE COURT OF

AT

Civil Regular No.

A. B., of

against

C. D., of

A. B., the above-named plaintiff, states as follows:—

1. By an instrument of mortgage bearing date on or about the day of 18 , a house with the garden and appurtenances, situated within the jurisdiction of this Court, were conveyed [or assigned] by the defendant to him the plaintiff, his heirs [or executors, administrators,] and assigns, for securing the principal sum of Rs. together with interest thereon after the rate of Rs. per centum per annum, subject to redemption upon payment by the said defendant of the said principal and interest at a day long since past.

2. There is now due from the defendant to the plaintiff the sum of Rs. for principal and interest on the said mortgage.

3. The plaintiff prays that the Court will order the defendant to pay him the said sum of Rs. with such further interest as may accrue between the filing of the plaint and the day of payment, and also the costs of this suit, on some day to be named by the Court, and in default that the equity of redemption of the said mortgaged premises may be foreclosed, or that the said premises may be sold, and the proceeds applied in and towards the payment of the said principal, interest, and costs; and he prays that for that purpose all proper directions may be given and accounts taken by the Court.

No. 110.

REDEMPTION.

IN THE COURT OF

AT

Civil Regular No.

A. B., of

against

C. D., of

[Alter Form 107 thus:—]

Transpose parties and also the facts in paragraph 1.

For paragraph 2 substitute—

2. There is now due from the plaintiff to the defendant, for principal and interest on the said mortgage, the sum of Rs. which the plaintiff is ready and willing to pay to the defendant, of which the defendant, before filing this plaint, had notice.

For paragraph 3 substitute—

The plaintiff prays that he may redeem the said premises and that the defendant may be ordered to reconvey [or re-assign] the same to him upon payment of the said sum of Rs. and interest with such costs (if any), as the Court may order upon a day to be named by the Court, and that the Court will give all proper directions for the preparation and execution of such re-conveyance [or assignment], and doing such other acts as may be necessary to put him into possession of the said premises, freed from the said mortgage.

No. 111.

SPECIFIC PERFORMANCE. (No. 1).

IN THE COURT OF

AT

Civil Regular No.

A. B., of
against
C. D., of

A. B., the above-named Plaintiff, states as follows:—

1. By an agreement dated the _____ day of _____ and signed by the above-named Defendant C. D., he the said C. D. contracted to buy of [or sell to] him certain immoveable property, therein described and referred to, for the sum of Rs. _____
2. He has applied to the said C. D. specifically to perform the said agreement on his part, but that he has not done so.
3. The said A. B. has been and still is ready and willing specifically to perform the agreement on his part, of which the said C. D. has had notice.
4. Wherefore the plaintiff demands judgment that the Court will order the said A. B. specifically to perform the said agreement, and to do all acts necessary to put the said A. B. in full possession of the said property [or to accept a conveyance and possession of the said property] and to pay the costs of the suit.

[N. B.—In suit for delivery up, to be cancelled, of any agreement, omit paragraphs 2 and 3, and substitute a paragraph stating generally the grounds for requiring the agreement to be delivered up to be cancelled, such as that the Plaintiff signed it by mistake, under distress, or by the fraud of the Defendant, and alter the prayer according to the relief sought.]

No. 112.

SPECIFIC PERFORMANCE. (No. 2).

IN THE COURT OF

AT

Civil Regular No.

A. B. of
against
C. D. of

A. B., the above-named plaintiff, states as follows:—

1. That on the _____ day of _____ 18____, the defendant was absolutely entitled to certain immoveable property described in the agreement hereto annexed.
2. That on the same day, the plaintiff and defendant entered into an agreement, under their hands, a copy of which is hereto annexed.
3. That on the _____ day of _____ 18____, the plaintiff tendered _____ rupees to the defendant, and demanded a conveyance of the said property.
4. That on the _____ day of _____ 18____, the plaintiff again demanded such conveyance. [Or, that the defendant refused to convey the same to the plaintiff.]
5. That the defendant has not executed such conveyance.
6. That the plaintiff is still ready and willing to pay the purchase-money of the said property to the defendant.

Wherefore, the plaintiff demands judgment:

- (1). That the defendant execute to the plaintiff a sufficient conveyance of the said property [following the terms of the agreement];
- (2). For _____ rupees compensation for withholding the same.

No. 113.

PARTNERSHIP.

IN THE COURT OF

AT

Civil Regular No.

A. B., of
against
C. D., of

A. B., the above-named Plaintiff, states as follows:—

1. He and the said C. D., the defendant, have been for the space of _____ years [or months] last past carrying on business together at _____ within the jurisdiction of this Court, under certain articles of partnership in writing, signed by them respectively, [or under a certain deed sealed and executed by them respectively, or under a verbal agreement between them, the said Plaintiff and Defendant.]
2. Divers disputes and differences have arisen between the plaintiff and defendant as such partners, whereby it has become impossible to carry on the said business in partnership with advantage to the partners.

3. The plaintiff desires to have the said partnership dissolved, and he is ready and willing to bear his share of the debts and obligations of the partnership according to the terms of the said articles [deed, or agreement].

4. The plaintiff prays the Court to decree a dissolution of the said partnership, and that the accounts of the said partnership trading may be taken by the Court, and the assets thereof realized, and that each party may be ordered to pay into Court any balance due from him upon such partnership-account, and that the debts and liabilities of the said partnership may be paid and discharged, and that the costs of the suit may be paid out of the partnership-assets, and that any balance remaining of such assets, after such payment and discharge, and the payment of the said costs, may be divided between the plaintiff and defendant, according to the terms of the said articles [deed or agreement], or that, if the said assets shall prove insufficient, he the plaintiff and the said defendant may be ordered to contribute in such proportions as shall be just to a fund to be raised for the payment and discharge of such debts, liabilities, and costs. And to give such other relief as the Court shall think fit.

This plaint was filed by
Pleader for the plaintiff,

of
or by

[N. B.—In suits for winding up of any partnership, omit the prayer for dissolution; but instead thereof insert a paragraph stating the fact of the partnership having been dissolved.]

No. 115.

SUMMONS FOR DISPOSAL OF SUIT.

Sections 62 and 65 of the Code of Civil Procedure.

IN THE COURT OF AT
 Civil Regular No. of 18
 A. B., of
 against
 C. D., of

To dwelling at

WHEREAS
 has instituted a suit against you for
 you are hereby summoned to appear in this Court in person or
 by a duly authorized Pleader of the Court, duly instructed,
 and able to answer all material questions relating to the suit,
 or who shall be accompanied by some other person able to
 answer all such questions, on the
 day of 18, at o'clock
 in the forenoon, to answer the above-named plaintiff; and
 as the day fixed for your appearance is appointed for the
 final disposal of the suit, you must be prepared to produce
 all your witnesses on that day; and you are hereby required
 to take notice that, in default of your appearance on the day
 before mentioned, the suit will be heard and determined in
 your absence; and you will bring with you, or send by your
 Pleader, which the
 plaintiff desires to inspect, and any documents on which you
 intend to rely in support of your defence.
 GIVEN under my hand and the seal of the Court this
 day of 18

L. S.

Judge.

NOTE.—If written statements are required, say you are (or such a party is, as the case may be) required to put in a written statement by the day of

No. 116.

SUMMONS FOR SETTLEMENT OF ISSUES.

Sections 62 and 65 of the Code of Civil Procedure.

IN THE COURT OF AT
 Civil Regular No. of 18
 A. B. of
 against
 C. D. of

To dwelling at

WHEREAS
 has instituted a suit against you for
 you are hereby summoned to appear in this Court in person
 or by a duly authorized Pleader of the Court, duly
 instructed, and able to answer all material questions
 relating to the suit, or who shall be accompanied by some
 other person able to answer all such questions, on
 the day of 18, at o'clock in the
 forenoon, to answer the above-named plaintiff; and you
 are hereby required to take notice that, in default of your
 appearance on the day before mentioned, the issues will be
 settled in your absence; and you will bring with you, or send
 by your Pleader, which the plaintiff desires
 to inspect, and any document on which you intend to rely
 in support of your defence.

GIVEN under my hand and the seal of the Court this
 day of 18

L. S.

Judge.

NOTE.—If written statements are required, say. You are (or such a party is, as the case may be) required to put in a written statement by the day of

NOTICE.—1. Should you apprehend your witnesses will not attend of their own accord, you can have subpoenas from this Court to compel the attendance of any witness, and the production of any document that you have a right to call upon the witness to produce, on applying to the Court at any time before the trial, on your depositing their necessary subsistence-money.

2. If you admit the demand, you should pay the money into Court with the costs of the suit, to avoid the summary execution of the decree, which may be against your person or property, or both, if necessary.

NOTICE.—1. Should you apprehend your witnesses will not attend of their own accord, you can have subpoenas from this Court to compel the attendance of any witness, and the production of any document that you have a right to call upon the witness to produce, on applying to the Court at any time before the trial, on your depositing their necessary subsistence-money.

2. If you admit the demand, you should pay the money into Court with the costs of the suit, to avoid the summary execution of the decree, which may be against your person or property, or both, if necessary.

No. 117.

SUMMONS TO APPEAR.

Section 68 of the Code of Civil Procedure.

NO. OF SUIT.

IN THE COURT OF

AT

Plaintiff.

Defendant

To

(Name, description, and address.)

Whereas [here enter the name, description, and address of the plaintiff] has instituted a suit in this Court against you [here state the particulars of the claim as in the Register]: you are hereby summoned to appear in this Court in person on the day of at in the forenoon [if not specially required to appear in person, state—"in person or by a pleader of the Court duly instructed and able to answer all material questions relating to the suit, or who shall be accompanied by some other person able to answer all such questions"] to answer the above-named plaintiff. [If the summons be for the final disposal of the suit, this further direction shall be added here; "and as the day fixed for your appearance is appointed for the final disposal of the suit, you must be prepared to produce all your witnesses on that day"]; and you are hereby required to take notice that, in default of your appearance on the day before mentioned, the suit will be heard and determined in your absence; and you will bring with you (or send by your agent) [here mention any document the production of which may be required by the plaintiff] which the plaintiff desires to inspect, and any document on which you intend to rely in support of your defence.

No. 118.

ORDER FOR TRANSMISSION OF SUMMONS FOR SERVICE IN THE JURISDICTION OF ANOTHER COURT.

Section 81 of the Code of Civil Procedure.

IN THE COURT OF

AT

Civil Regular No. of 18

A. B. of

against

C. D. of

The day of 18

WHEREAS it is stated in the plaint that defendant in the above suit at present residing in , but that the right to sue accrued within the jurisdiction of this Court: it is ordered that a summons returnable on the day of 18 be forwarded for service on the said defendant, to the Court of with a duplicate of this proceeding.

L. S.

Judge.

No. 119.

TO ACCOMPANY RETURN OF SUMMONS OF ANOTHER COURT.

Section 81 of the Code of Civil Procedure.

IN THE COURT OF

AT

Civil Miscellaneous No. of 18

The day of 18

A. B. of

against

C. D. of

Read proceeding from the

forwarding

for service on

in

Civil No.

of that Court.

Read bailiff's endorsement on the back of the process stating that the and proof of the above having been duly taken by me on the [oath or] affirmation of and it is ordered that the be returned to the with a copy of this proceeding.

L. S.

Judge.

NOTE.—This form will be applicable to process other than summons, the service of which may have to be effected in the same manner.

No. 120.

DEFENDANT'S STATEMENT.

Section 103 of the Code of Civil Procedure.

IN THE COURT OF

AT

A. B. of

against

C. D. of

I, the undersigned defendant [or one of the defendants], disclaim all interest under the will of the said E. F. in the plaint named [or as heir-at-law of, or as next-of-kin, or one of the next-of-kin, of E. F., deceased, in the said plaint named].

Or I the undersigned defendant state, that I admit [or deny] [here repeat in the language of the plaint the statements admitted or denied].

Or I the undersigned defendant submit that, upon the facts stated in the plaint, it does not appear that there is any agreement which can be legally enforced [or that it appears upon the said plaint that I am jointly liable with one E. F., who is not a party to the suit, and not severally liable as by the plaint appears, or that it appears by the said plaint that G. H. should have been a joint plaintiff with the said A. B. in the said suit, or as the case may be].

Or that the plaintiff has conveyed [or assigned] his interest in the said mortgage [or equity of redemption] to one I. J. [or that I have conveyed or assigned to H. L. by way of further charge for securing the sum of Rs. , the equity of redemption in the property sought by the suit to be foreclosed.]

Or that since the dissolution of the partnership the plaintiff has executed an instrument, whereby the plaintiff covenants to discharge all debts and liabilities of the partnership, and generally to release me from all claims and liabilities either by or to himself and others in respect of the said partnership trading, [or as the case may be].

(Sd.) C. D., Defendant.

No. 121.

SUBPENA.

Section 141 of the Code of Civil Procedure.

IN THE COURT OF

AT

Civil Regular No. of 18

A. B. of

against

C. D. of

To

WHEREAS your attendance is required to on behalf of the in the above cause, you are hereby required (personally to appear before this Court) on the day of 18 , at the hour of A. M. (and) to bring with you or to send to this Court

A sum of Rs. , being your travelling and other expenses and subsistence-allowance for one day, is herewith sent. If you do not comply with this order, you will be subject to the consequence of non-attendance laid down in the Code of Civil Procedure, section 149.*

Notice—(1). If you are summoned only to produce a document and not to give evidence, you shall be deemed to have complied with the summons if you cause such document to be produced in this Court on the day and hour aforesaid.

(2). If you are to be detained beyond the day aforesaid, a sum of Rs. will be tendered to you for each day's attendance beyond the day specified.

GIVEN under my hand and the seal of the Court, this day of 1 .

L. S.

Judge.

No. 122.

SUMMONS TO ATTEND AND GIVE EVIDENCE.

Section 144 of the Code of Civil Procedure.

NO. OF SUIT.

IN THE COURT OF

AT

Plaintiff.

Defendant.

To

(Name, description, and address.)

You are hereby summoned to appear in this Court in person on the day of at in the forenoon, to give evidence on behalf of the plaintiff (or the defendant) in the above-mentioned suit, and to produce (here describe with convenient certainty any document the production of which may be required. If the Summons be only to give evidence, or if it be only to produce a document, it must be expressed accordingly): and you are not to depart thence without the leave of the Court.

* NOTE.—If the witness be a party to the suit, section 151.

No. 123.

NOTICE TO A PARTY TO THE SUIT TO SHOW CAUSE WHY HE SHOULD NOT ATTEND AND GIVE EVIDENCE.

Section 159 of the Code of Civil Procedure.

IN THE COURT OF

AT

Civil Regular No. of 18

A. B. of

against

C. D. of

To

WHEREAS

has applied to the Court for an order requiring your attendance, to be examined as a witness on behalf : take notice that the day of 18 is fixed for you to show cause why you should not attend and give evidence.

GIVEN under my hand and the seal of the Court, this day of 18

L. S.

Judge.

No. 124.

SIMPLE MONEY-DECREE.

Sections 185 and 186 of the Code of Civil Procedure.

IN THE COURT OF

AT

Civil Regular No. of 18

A. B. of

against

C. D. of

Claim for

THIS cause coming on for final disposal before in the presence of on the part of the plaintiff, and on the part of the defendant, it is ordered that the do pay to the sum of Rs. with interest thereon at the rate of per cent. per from to the date of realization of the said sum, and do also pay to the the costs of this suit as taxed by the officer of the Court, with interest thereon at the rate aforesaid from the date of taxation to the date of realization.

Costs of Suit.

PLAINTIFF.			DEFENDANT.		
	Rs.	A. P.		Rs.	A. P.
1. Stamp for plaint ...			Stamp for power ...		
2. Do. for power ...			Do. petition ...		
3. Do. exhibits ...			Pleader's fee ...		
4. Pleader's fees on Rs. ...			Subsistence for witnesses...		
5. Translation fee ...			Service of process ...		
6. Subsistence for witness for attendance...			Translation fee ...		
7. Commissioner's fee ...			Commissioner's fee ...		
8. Service of process ...					
9. &c. ...					
TOTAL			TOTAL		

GIVEN under my hand and the seal of the Court, this day of 18

L. S.

Judge.

No. 125.

DECREE FOR SALE IN A SUIT BY A MORTGAGEE OR PERSON ENTITLED TO A LIEN.

Section 186 of the Code of Civil Procedure.

IN THE COURT OF

AT

Civil Regular No.

A. B. of

against

C. D. of

It is ordered that it be referred to the Registrar to take an account of what is due to the plaintiff for principal and interest on the mortgage [or lien] mentioned in the plaint, and to tax the plaintiff's costs of this suit, and that the Registrar do certify to the Court on the day of what he shall find to be due for principal and interest as aforesaid, and for costs: And upon the defendant paying into Court what shall be certified to be due to the plaintiff for principal and interest as aforesaid, together with the said costs, within six months after the Registrar shall have presented his certificate; it is ordered that the plaintiff do reconvey the said mortgaged premises free and clear from all incumbrances done by him, or any claiming by, from, or under him, and do deliver up to the Registrar all deeds and writings in his custody or power relating thereto, and that upon such reconveyance being made, and deeds and writings being delivered up, the Registrar shall pay out to the plaintiff the said sum so paid in as aforesaid for principal, interest, and costs; but in default of the defendant paying into Court such principal, interest, and costs as aforesaid by the time aforesaid, then it is ordered that the said mortgage premises [or the premises subject to the said equitable mortgage or lien] be sold with the approbation of the Registrar: And it is ordered that the money to arise by such sale be paid into Court, to the end that the same may be duly applied in payment of what shall be found due to the plaintiff for principal, interest, and costs as aforesaid, and that the balance (if any) shall be paid to the defendant.

No. 126.

FINAL DECREE FOR FORECLOSURE.

Section 186 of the Code of Civil Procedure.

IN THE COURT OF

AT

Civil Regular No.

A. B. of

against

C. D. of

Whereas it appears to the Court that the defendant has not paid into Court the sum which was on the day of last certified by the Registrar to be due to the Plaintiff for principal and interest upon the mortgage in the plaint mentioned, and for costs, pursuant to the order made in this suit on the day of last, and that the period of six months has elapsed since the said day of

It is ordered that the Defendant do stand absolutely debarred and foreclosed of and from all equity of redemption of, in, and to, the said mortgaged premises.

No. 127.

PRELIMINARY ORDER—ADMINISTRATION SUIT.

Section 193 of the Code of Civil Procedure.

IN THE COURT OF

AT

Civil Regular No.

A. B. of

against

C. D. of

It is ordered that the following accounts and inquiries be taken and made; that is to say,—

In creditor's suit—

1. That an account be taken of what is due to the Plaintiff and all other the creditors of the deceased.

In suits by legatees—

2. An account be taken of the legacies given by the testator's will.

In suits by next-of-kin—

An inquiry be made and account taken of what, or of what share, if any, the plaintiff is entitled to as next-of-kin [or one of the next-of-kin] of the intestate.

[After the first paragraph, the Order will, where necessary, order, in a creditor's suit, inquiry and accounts for legatees, devisees, heirs-at-law, and next-of-kin. In suits by claimants other than creditors, after the first paragraph, in all cases, an order to inquire and take an account of creditors will follow the first paragraph, and such of the others as may be necessary will follow, omitting the first formal words. The form is continued as in a creditor's suit.]

3. An account of the funeral and testamentary expenses.

4. An account of the movable property of the deceased come to the hands of the Defendant, or to the hands of any other person by his order or for his use.

5. An inquiry what part (if any) of the movable property of the deceased are outstanding and undisposed of.

6. And it is further ordered, that the Defendant do, on or before the day of next, pay into Court all sums of money which shall be found to have come to his hands, or to the hands of any person by his order or to his use.

7. And that if the Registrar shall find it necessary for carrying out the objects of the suit to sell any part of the movable property of the deceased, that the same be sold accordingly.

8. And that Mr. E. F. be Receiver in the suit [or proceeding], and receive and get in all outstanding debts and outstanding movable property of the deceased, and pay the same into the hands of the Registrar [and shall give security by bond for the due performance or his duties to the amount of Rs.]

9. And it is further ordered, that if the movable property of the deceased be found insufficient for carrying out the objects of the suit, then the following further inquiries be made, and accounts taken, that is to say,—

(a) an inquiry what immovable property the deceased was seized of or entitled to at the time of his death.

(b) an inquiry what are the incumbrances (if any) affecting the immovable property of the deceased, or any part thereof.

(c) an account, so far as possible, of what is due to the several incumbrancers, and to include a statement of the priorities of such of the incumbrancers as shall consent to the sale hereinafter directed.

10. And that the immovable property of the deceased, or so much thereof as shall be necessary to make up the fund in Court sufficient to carry out the object of the suit, be sold with the approbation of the Judge, free from incumbrances (if any) of such incumbrancers as shall consent to the sale, and subject to the incumbrances of such of them as shall not consent.

11. And it is ordered, that G. H. shall have the conduct of the sale of the immovable property, and shall prepare the conditions and contracts of sale subject to the approval of the Registrar, and that in case any doubt or difficulty shall arise the papers shall be submitted to the Judge to settle.

12. And it is further ordered, that, for the purpose of the inquiries hereinbefore directed, the Registrar shall advertise in the newspapers according to the practice of the Court, or shall make such inquiries in any other way which shall appear to the Registrar to give the most useful publicity to such inquiries.

13. And it is ordered, that the above inquiries and accounts be made and taken, and that all other acts ordered to be done be completed, before the day of , and that the Registrar do certify the result of the inquiries, and the accounts, and that all other acts ordered are completed, and have his certificate in that behalf ready for the inspection of the parties on the day of .

14. And lastly it is ordered, that this suit [or matter] stand adjourned for making a final decree to the day of .

[Such part only of this order is to be used as is applicable to the particular case].

No. 128.

FINAL DECREE IN AN ADMINISTRATION SUIT BY A LEGATEE.

Section 193 of the Code of Civil Procedure.

1. It is ordered that the defendant do on or before the day of pay into Court the sum of Rs. , the balance by the said certificate found to be due from the said defendant on account of the estate of , the testator, and also the sum of Rs. for interest, at the rate of Rs. per centum per annum, from the day of to the day of amounting together to the sum of Rs. .

2. Let the Registrar of the said Court tax the costs of the plaintiff and defendant in this suit, and let the amount of the said costs, when so taxed, be paid out of the said sum of Rs. ordered to be paid into Court as aforesaid, as follows:—

(a) The costs of the plaintiff to Mr. , his attorney [or pleader], and the costs of the defendant to Mr. , his attorney [or pleader].

(b) And (if any debts are due,) with the residue of the said sum of Rs. after payment of the plaintiff's and defendant's costs as aforesaid, let the sums found to be owing to the several creditors mentioned in the schedule to the Registrar's certificate, together with subsequent interest on such of the debts as bear interest, be paid; and after making such payments, let the amount coming to the several legatees mentioned in the schedule, together with subsequent interest (to be verified as aforesaid), be paid to them.

3. And if there should then be any residue, let the same be paid to the residuary legatee.

DECREE IN AN ADMINISTRATION SUIT BY A LEGATEE, WHERE AN EXECUTOR IS HELD PERSONALLY LIABLE FOR THE PAYMENT OF LEGACIES.

1. Declare that the defendant is personally liable to pay the legacy of Rs. bequeathed to the plaintiff;

2. And it is ordered, that an account be taken of what is due for principal and interest on the said legacy;

3. And it is also ordered, that the defendant do within weeks after the date of the Registrar's certificate, pay to the plaintiff the amount of what the Registrar shall certify to be due for principal and interest;

4. And it is ordered, that the defendant do pay the plaintiff his costs of suit, the same to be taxed in case the parties differ.

FINAL DECREE IN AN ADMINISTRATION SUIT BY NEXT OF KIN.

1. Let the Registrar of the said Court tax the costs of the plaintiffs and defendant in this suit, and let the amount of the said plaintiffs' costs, when so taxed, be paid by the defendant to the plaintiffs out of the sum of Rs. , the balance by the said certificate found to be due from the said defendant on account of the personal estate of E. F., the intestate, within one week after the taxation of the said costs by the said Registrar, and let the defendant retain for her own use out of such sum her costs, when taxed.

2. And it is ordered, that the residue of the said sum of Rs. , after payment of the plaintiff's and defendant's costs as aforesaid, be paid and applied by defendant as follows:—
- (a).—Let the defendant, within one week after the taxation of the said costs by the Registrar as aforesaid, pay, one-third share of the said residue to the plaintiffs, A. B., and C. his wife, in her right, as the sister and one of the next-of-kin of the said E. F., the intestate.
- (b).—Let the defendant retain for her own use one other third share of the said residue, as the mother, and one other of the next-of-kin of the said E. F., the intestate.
- (c).—And let the defendant, within one week after the taxation of the said costs by the Registrar as aforesaid, pay the remaining one-third share of the said residue to G. H., as the brother and the other next-of-kin of the said E. F., the intestate.

No. 129.

ORDER—DISSOLUTION OF PARTNERSHIP.

Section 194 of the Code of Civil Procedure.

IN THE COURT OF

AT

Civil Regular No.

A. B. of
against
C. D. of

It is declared that the partnership in the plaint mentioned between the Plaintiff and Defendant ought to stand dissolved as from the day of , and it is ordered that the dissolution thereof as from that day be advertised in the Gazette, &c.

And it is ordered that be the Receiver of the partnership-estate and effects in this suit, and do get in all the outstanding book-debts and claims of the partnership.

And it is ordered that the following accounts be taken:—

1. An account of the credits, property, and effects now belonging to the said partnership;
2. An account of the debts and liabilities of the said partnership;
3. An account of all dealings and transactions between the Plaintiff and Defendant, from the foot of the settled account exhibited in this suit and marked (A), and not disturbing any subsequent settled accounts.

And it is ordered that the good-will of the business heretofore carried on by the Plaintiff and Defendant as in the plaint mentioned, and the stock-in-trade, be sold on the premises, and that the Registrar may, on the application of any of the parties, fix a reserved bidding for all or any of the lots at such sale, and that either of the parties are to be at liberty to bid at the sale.

And it is ordered that the above accounts be taken and all the other acts required to be done be completed before the day of , and that the Registrar do certify the result of the accounts, and that all other acts are completed, and have his certificate in that behalf ready for the inspection of the parties on the day of .

And lastly it is ordered that this suit stand adjourned for making a final decree to the day of .

No. 130.

PARTNERSHIP.

Final decree.

Section 194 of the Code of Civil Procedure.

IN THE COURT OF

AT

Civil Regular No.

A. B. of
against
C. D. of

It is ordered that the fund now in Court, amounting to the sum of Rs. be applied as follows:—

1. In payment of the debts due by the partnership set forth in the Registrar's certificate amounting in the whole to Rs.
2. In payment of the costs of all parties in this suit, amounting to Rs.

[These costs must be ascertained before the decree is drawn up].

3. In payment of the sum of Rs. to the Plaintiff as his share of the partnership-assets, of the sum of Rs. , being the residue of the said sum of Rs. now in Court to the Defendant as his share of the partnership-assets.

[or, And that the remainder of the said sum of Rs. be paid to the said Plaintiff (or Defendant) in part payment of the sum of Rs. certified to be due to him in respect of the partnership-accounts.]

And that the Defendant (or Plaintiff) do on or before the day of being the balance of the said sum of Rs. due to him, which will then remain due.]

No. 131.

NOTICE TO SHOW CAUSE WHY EXECUTION SHOULD NOT ISSUE.

Section 233 of the Code of Civil Procedure.

IN THE COURT OF

AT

Civil Regular No.

of 18

Miscellaneous No.

of 18

A. B. of
against
C. D. of

To

WHEREAS

has made application to this Court for

execution of decree in Civil Regular

No. 18

, this is to give you notice that you are to appear before this

Court on the day of 18 : either in person or by a Pleader of this Court, or agent duly authorized and instructed, to show cause, if any, why execution should not be granted.

GIVEN under my hand and the seal of the Court, this day of 18

L. S.

Judge.

No. 132.

WARRANT TO THE BAILIFF TO GIVE POSSESSION OF LAND, &c.

Section 244 of the Code of Civil Procedure.

IN THE COURT OF AT

Civil Regular No. of 18

Miscellaneous No. of 18

A. B. of

against

C. D. of

TO THE BAILIFF OF THE COURT,

WHEREAS, in the occupancy of , the plaintiff in this suit : you are hereby directed to put the said in possession of the same, and you are here by authorized to remove any person who may refuse to vacate the same.

GIVEN under my hand and the seal of the Court, this day of 18

L. S.

Judge.

No. 133.

ORDER FOR COMMITTAL FOR RESISTING, &c., EXECUTION OF DECREE FOR LAND.

Section 249 of the Code of Civil Procedure.

IN THE COURT OF AT

Civil Regular No. of 18

Miscellaneous No. of 18

A. B. of

against

C. D. of

To

WHEREAS it appears to the Court that has without just cause resisted (or obstructed) the execution of the decree of the Court passed against on the day of 18, whereby certain land or immovable property in Civil Regular Suit, No. of 18, it is ordered that the said was adjudged to be committed to custody for a period of days.

GIVEN under my hand and the seal of the Court, this day of 18

L. S.

Judge.

No. 134.

WARRANT OF ATTACHMENT OF MOVABLE PROPERTY IN DEFENDANT'S POSSESSION
IN EXECUTION OF A DECREE FOR MONEY.

Section 253 of the Code of Civil Procedure.

IN THE COURT OF

AT

Civil Regular No. of 18 .

Miscellaneous No. of 18 .

A. B. of

against

C. D. of

To the Bailiff of the Court.

WHEREAS on the day of 18 , was ordered, by decree of this Court, passed 18 , in Regular Suit No. of 18 , to pay to the plaintiff the sum of Rs. as noted in the margin; and whereas the said sum of Rs. has not been paid

Decree.			
Principal			
Interest			
Costs			
Total of decree			
Interest thereon			
Costs of attachment			
TOTAL			

THESE ARE TO COMMAND YOU to attach the movable property of the said as set forth in the list hereunto annexed, or which shall be pointed out to you by the said , and unless the said shall pay to you the said sum of Rs. together with Rs. , the costs of this attachment, to hold the same until further orders from this Court.

YOU ARE FURTHER COMMANDED to return this Warrant on or before the day of 18 , with an endorsement certifying the date and manner in which it has been executed, or why it has not been executed.

GIVEN under my hand and the seal of the Court, this day of 18 .

SCHEDULE.



Judge.

No. 135.

ATTACHMENT IN EXECUTION.

PROHIBITORY ORDER, WHERE THE PROPERTY TO BE ATTACHED CONSISTS OF MOVABLE PROPERTY, TO WHICH THE DEFENDANT IS ENTITLED SUBJECT TO A LIEN OR RIGHT OF SOME OTHER PERSON TO THE IMMEDIATE POSSESSION THEREOF.

Section 255 of the Code of Civil Procedure.

IN THE COURT OF

AT

Civil Regular No. of 18 .

Miscellaneous No. of 18 .

A. B. of

against

C. D. of

To

WHEREAS has failed to satisfy a decree passed against on the day of 18 in favour of for Rs. it is ordered that the defendant be, and is hereby, prohibited and restrained, until the further order of this Court, from receiving from the following property in the possession of the said that is to say, to which the defendant is entitled, subject to any claim of the said , and the said is hereby prohibited and restrained, until the further order of this Court, from delivering the said property to any person or persons whomsoever.

GIVEN under my hand and the seal of the Court, this day of 18



Judge.

No. 136.

ATTACHMENT IN EXECUTION.

PROHIBITORY ORDER WHERE THE PROPERTY CONSISTS OF DEBTS NOT BEING
NEGOTIABLE INSTRUMENTS.

Section 257 of the Code of Civil Procedure.

IN THE COURT OF

AT

Civil Regular No. of 18 .

Miscellaneous No. of 18 .

A. B. of

against

C. D. of

To

WHEREAS
has failed to satisfy a decree passed against on the day of
18 , in Civil Regular No. of 18 , in favour of
for Rs. : it is ordered that the defendant, be and
hereby prohibited and restrained, until the further order of this Court, from receiving
from you a certain debt alleged now to be due from you to the said defendant,
namely,
and that you, the said , be, and you are hereby, prohibited and
restrained, until the further order of this Court, from making payment of the said debt,
or any part thereof, to any person whomsoever.

GIVEN under my hand and the seal of the Court, this day of 18 .

L. S.

Judge.

No. 137.

ATTACHMENT IN EXECUTION.

PROHIBITORY ORDER, WHERE THE PROPERTY CONSISTS OF SHARES IN A PUBLIC
COMPANY, &C.

Section 257 of the Code of Civil Procedure.

IN THE COURT OF

AT

Civil Regular No. of 18 .

Miscellaneous No. of 18 .

A. B. of

against

C. D. of

To

defendant, and to
Company. , Manager of

WHEREAS
to satisfy a decree passed against has failed
on the day of 18 , in Civil Regular No. of 18
in favour of for Rs.
it is ordered that you, the defendant, be, and you are hereby, prohibited and restrained, until
the further order of this Court, from making any transfer of shares in
the aforesaid Company, namely,
or from receiving payment of any dividends thereof; and you
the Manager of the said Company, are hereby prohibited and restrained from per-
mitting any such transfer or making any such payment.

GIVEN under my hand and the seal of the Court, this day of 18 .

L. S.

Judge.

No. 138.

ATTACHMENT IN EXECUTION.

PROHIBITORY ORDER, WHERE THE PROPERTY CONSISTS OF IMMOVEABLE PROPERTY.

Section 262 of the Code of Civil Procedure.

IN THE COURT OF , AT
Civil Regular No. of 18
Miscellaneous No. of 18
A. B. of
against
C. D. of

To

Defendant.

WHEREAS you have failed to satisfy a decree passed against you on the day of 18 , in Civil Regular suit No. of 18 , in favour of for Rs. : it is ordered that you, the said , be, and you are hereby, prohibited and restrained, until the further order of this Court, from alienating the property specified in the schedule hereunto annexed, by sale, gift, or otherwise, and that all persons be, and that they are hereby, prohibited from receiving the same by purchase, gift, or otherwise.

GIVEN under my hand and the seal of the Court, this day of 18

SCHEDULE.

L. S.

Judge.

No. 139.

ATTACHMENT.

PROHIBITORY ORDER, WHERE THE PROPERTY CONSISTS OF MONEY OR OF ANY SECURITY IN THE HANDS OF A COURT OF JUSTICE OR OFFICER OF GOVERNMENT.

Sections 261 and 487 of the Code of Civil Procedure.

IN THE COURT OF AT
Civil Regular No. of 18
A. B. of
against
C. D. of

To

SIR,

THE plaintiff having applied, under section of the Code of Civil Procedure for an attachment of certain money now in your hands (*here state how the money is supposed to be in the hands of the person addressed, on what account, &c.*), I request that you will hold the said money subject to the further order of this Court.

I have the honour to be,

SIR,

Your most obedient Servant,

L. S.

Dated day of 18

Judge.

No. 140.

ORDER FOR PAYMENT TO THE PLAINTIFF, &C., OF MONEY, &C., IN THE HANDS OF A THIRD PARTY.

Section 266 of the Code of Civil Procedure.

IN THE COURT OF AT
Civil Regular No. of 18
Miscellaneous No. of 18
A. B. of
against
C. D. of

TO THE BAILIFF OF THE COURT AND TO

WHEREAS the following property in execution of a decree in Civil Regular No. of has been attached, passed on the day of

of 18, in favour of for Rs. it is ordered
 that the property so attached, consisting of Rs. in money, and Rs. in
 Bank Notes, or a sufficient part thereof to satisfy the said decree, shall be paid over by you
 the said, to, and that the said property, so far as
 may be necessary for the satisfaction of the said decree, shall be sold by you, the Bailiff of
 the Court, by public auction in the manner prescribed for sale in execution of decrees, and
 that the money which may be realized by such sale, or a sufficient part thereof to satisfy the
 said decree, shall be paid over to the said, and the remainder, if any, shall
 be paid to you, the said

GIVEN under my hand and the seal of the Court, this day of 18

L. S.

Judge.

No. 141.

APPOINTMENT OF A MANAGER.

Section 269 of the Code of Civil Procedure.

IN THE COURT OF

AT

Civil Regular No. of 18

A. B. of

against

C. D. of

To

WHEREAS has been attached in execution of a
 decree passed in the above suit on the day of 18, in
 favour of : you are hereby appointed Manager of the said property under
 section 259 of the Code of Civil Procedure, with full powers under the provisions of that
 section.

You are required to render a due and proper account of your receipts and disbursements
 in respect of the said property on . You will be entitled to remunera-
 tion at the rate of per cent. upon your receipts under the authority of this
 appointment.

GIVEN under my hand and the seal of the Court, this day of 18

L. S.

Judge.

No. 142.

AUTHORITY TO THE COLLECTOR TO STAY PUBLIC SALE OF LAND ON SECURITIES
 BEING GIVEN.

Section 271 of the Code of Civil Procedure.

IN THE COURT OF

AT

Civil Regular No. of 18

A. B. of

against

C. D. of

To

Collector of

SIR,

In answer to your communication No. , dated , represent-
 ing that the sale in execution of decree in this suit of
 land, lying within your district, paying revenue to Government, is objectionable, I have the
 honour to inform you that you are authorized, on security to the amount of Rs.
 decreed to the in the above suit, being given to your satisfaction, to
 make provision for the satisfaction of the said decree in the manner recommended by you
 instead of proceeding to a public sale of

I have the honour to be,

SIR,

Your obedient Servant,

L. S.

Judge.

No. 143.

WARRANT OF SALE OF PROPERTY IN EXECUTION OF A DECREE FOR MONEY.

Section 274 of the Code of Civil Procedure.

IN THE COURT OF

AT

Civil Regular No. of 18 .
Miscellaneous No. of 18 .A. B., of
against
C. D., of

TO THE BAILIFF OF THE COURT.

THESE ARE TO COMMAND YOU to sell by auction, after giving days' previous notice, by affixing the same in this Court-house, and after making due proclamation,* the right, title, and interest of property attached under a Warrant from this Court, dated the of 18 in execution of a decree in favour of in suit No. of 18 or so much of the said property as shall realize the sum of Rs. , being the of the said decree and costs still remaining unsatisfied.

YOU ARE FURTHER COMMANDED to return this Warrant on or before the day of 18 with an endorsement certifying the manner in which it has been executed, or the reason why it has not been executed.

GIVEN under my hand and the seal of the Court, this day of 18 .

L. S.

Judge.

No. 144.

ORDER CONFIRMING SALE OF LAND, &C.

Section 292 of the Code of Civil Procedure.

IN THE COURT OF

AT

Civil Regular No. of 18 .

A. B., of
against
C. D., of

WHEREAS the right, title, and interest of in the following land (or immovable property) was on the day of 18 sold by the Bailiff of this Court in execution of the decree in this suit; and whereas thirty days have elapsed and no application has been made (or objection allowed) to the said sale, it is ordered that the said sale be, and the said sale is hereby, confirmed.

GIVEN under my hand and the seal of the Court, this day of 18 .

SCHEDULE.

L. S.

Judge.

No. 145.

CERTIFICATE OF SALE OF LAND.

Section 294 of the Code of Civil Procedure.

IN THE COURT OF

AT

Civil Regular No. of 18 .

A. B., of
against
C. D., of

THIS is to certify that at a sale by public auction on the day of 18 has been declared the purchaser the right, title, and interest of in the of the said sale, and that the said sale has been duly confirmed by the Court.

GIVEN under my hand and the seal of the Court, this day of 18 .

L. S.

Judge.

* This proclamation shall specify the time, the place of sale, the property to be sold, the revenue assessed, should the property consist of land paying revenue to Government, and the amount for the recovery of which the sale is ordered; you shall also declare that the sale extends only to the right, title, and interest of the defendant in the property specified therein.*

No 146.

NOTICE TO PERSON IN POSSESSION OF MOVABLE PROPERTY SOLD IN EXECUTION.

Section 294 of the Code of Civil Procedure.

IN THE COURT OF AT
Civil Regular No. of 18
A. B., of
against
C. D., of

To

WHEREAS
has been the purchaser at a sale by auction in execution of the decree in the above suit of
now in your possession, you are
hereby prohibited from delivering possession of the said
to any persons except the said

GIVEN under my hand and the seal of the Court, this day of 18.

L. S.

Judge.

No. 147.

ORDER FOR DELIVERY TO CERTIFIED PURCHASER OF LAND AT A SALE IN EXECUTION.

Section 298 of the Code of Civil Procedure.

IN THE COURT OF AT
Civil Regular No. of 18
A. B., of
against
C. D., of

TO THE BAILIFF OF THE COURT.

WHEREAS
has become the certified purchaser of
at a sale in execution of decree in Civil Regular No.
of 18, and whereas such land is in the possession of, you
are hereby ordered to put the said
aforesaid into possession of the said, the certified purchaser, as
and if need be, to remove any person who may refuse to vacate the same.

GIVEN under my hand and the seal of the Court, this day of 18.

L. S.

Judge.

No. 148.

PROHIBITORY ORDER AGAINST PAYMENT OF DEBTS SOLD IN EXECUTION TO ANY OTHER THAN THE PURCHASER.

Section 300 of the Code of Civil Procedure.

IN THE COURT OF AT
Civil Regular No. of 18
A. B., of
against
C. D., of
To and to

WHEREAS
has become the purchaser at a public sale in execution of the decree in the above suit of
certain debt due from you
to you, that is to say, it is ordered that
our be and you are hereby prohibited from receiving, and you
my making payment of, the said debt to any person or persons except the said

GIVEN under my hand and the seal of the Court, this day of

L. S.

Judge.

No. 149.
PROHIBITORY ORDER AGAINST THE TRANSFER OF SHARES SOLD IN EXECUTION.
Section 300 of the Code of Civil Procedure.

IN THE COURT OF AT
Civil Regular No. of 18
A. B., of
against
C. D., of

To Manager of company.
and
WHEREAS has become the purchaser at a public sale in execution of the decree in the above suit of certain shares in the above Company, that is to say of standing in the name of you it is ordered that you be, and you are hereby, prohibited from making any transfer of the said shares to any person except the said the purchaser aforesaid, or from receiving any dividends thereon; and you , Manager of the said Company, from permitting any such transfer or making any such payment to any person except the said , the purchaser aforesaid.

GIVEN under my hand and the seal of the Court, this day of 18 ,

L. S.

Judge.

No. 150.
WARRANT OF ARREST IN EXECUTION.

IN THE COURT OF AT
Civil Regular No. of 18
Miscellaneous No. of 18
A. B., of
against
C. D., of

To THE BAILIFF OF THE COURT.

WHEREAS was adjudged by a decree of the Court, in Regular No. of 18 , dated 18 , to pay to the plaintiff the sum of Rs. as noted in the margin, and whereas the said sum of Rs. has not been paid to the said plaintiff in satisfaction of the said decree, these are to command you to arrest the said defendant, and unless the said defendant shall pay to you the said sum of Rs. , together with Rs. for the costs of executing this process, to bring the said defendant before the Court. You are further commanded to return this warrant on or before the day of 18 , with an endorsement certifying the day and manner in which it has been executed, or the reason why it has not been executed.

Principal	...	...
Interest	...	...
Costs	...	...
Execution	...	...
TOTAL	...	...

GIVEN under my hand and the seal of the Court, this day of 18 .

L. S.

Judge.

No. 151.
CERTIFICATE OF NON-SATISFACTION OF DECREE.
Section 332 of the Code of Civil Procedure.

IN THE COURT OF AT
Civil Regular No. of 18
A. B., of
against
C. D., of

CERTIFIED that no [or partial, as the case may be, and if partial, state to what extent] satisfaction of the decree of this Court, in Civil Regular No. of 18 , a copy of which is hereunto attached, has been obtained by execution within the jurisdiction of this Court.

GIVEN under my hand and the seal of the Court, this day of 18 .

L. S.

Judge.

No. 152.

NOTICE TO ATTACHING CREDITOR.

Section 345 of the Code of Civil Procedure.

IN THE COURT OF AT
Civil Regular No. of 18
Miscellaneous No. of 18
A. B., of
against
C. D., of

To

has made application to this

WHEREAS Court for the removal of attachment on placed at your instance in execution of the decree in Civil Regular No. of 18 this is to give you notice to appear before this Court on the day of 18, the either in person or by a Pleader of the Court duly instructed, to support your claim as attaching creditor.

GIVEN under my hand and the seal of the Court, this day of 18

L. S.

Judge.

No. 153.

COMMISSION TO EXAMINE ABSENT WITNESSES.
 Section 376 of the Code of Civil Procedure.

IN THE COURT OF AT
Civil Regular No. of 18
A. B., of
against
C. D., of

To

WHEREAS the evidence of is required by the in the above suit; and whereas you are requested to take the examination of such witnesses and you are hereby appointed a Commissioner for that purpose, and you are further requested to make return of such examination so soon as it may be taken [Process to require the attendance of the witness will be issued by this Court on your application]*

GIVEN under my hand and the seal of the Court, this day of 18

L. S.

Judge.

No. 154.

COMMISSION FOR A LOCAL ENQUIRY, OR FOR THE INVESTIGATION OF ACCOUNTS.
 Sections 386 and 390 of the Code of Civil Procedure.

IN THE COURT OF AT
Civil Regular No. of 18
A. B., of
against
C. D., of

To

WHEREAS it is deemed requisite, for the purposes of this suit, that a commission for should be issued: you are hereby appointed Commissioner for the purpose of [Process to compel the attendance before you of any witnesses, or for the production of any documents which you may desire to examine or inspect, will be issued by this Court on your application.]†
 A sum of Rs. , being your fee in the above, is herewith forwarded.

GIVEN under my hand and the seal of the Court, this day of 18

L. S.

Judge.

*† Not necessary where the commission goes to another Court.

No. 155.

UNDERTAKING BY NEXT FRIEND OF MINOR TO BE RESPONSIBLE FOR DEFENDANT'S COSTS.

Section 434 of the Code of Civil Procedure.

IN THE COURT OF

AT

A. B. of

against

C. D. of

I, the undersigned, being the next friend of *A. B.*, who is a minor, and who is desirous of presenting a plaint [or of taking proceedings] in this Court against *C. D.* of, &c., hereby undertake to be responsible for the costs of the said *C. D.* of, &c., in the cause, and that if the said *A. B.* fail to pay to the said *C. D.*, when and in such manner as the Court shall order, all such costs of such cause as the Court shall direct him to pay to the said *C. D.*, I will forthwith pay the same.

Dated this day of

(Signed)

No. 156.

WARRANT OF ARREST BEFORE JUDGMENT.

Section 477 of the Code of Civil Procedure.

IN THE COURT OF

AT

Civil Regular No. of 18

A. B., of

against

C. D., of

TO THE BAILIFF OF THE COURT.

WHEREAS, the plaintiff in the above suit, has proved to the satisfaction of the Court that there is probable cause for believing that the defendant is about to these are to command you to take the said into custody, and to bring before the Court, in order that he may show cause why he should not furnish security to the amount of rupees for personal appearance before the Court, until such time as the said suit shall be fully and finally disposed of, and until execution or satisfaction of any decree that may be passed against in the suit.

GIVEN under my hand and the seal of the Court, this day of 18

L. S.

Judge.

No. 157.

ORDER FOR COMMITTAL.

Section 480 of the Code of Civil Procedure.

IN THE COURT OF

AT

Civil Regular No. of 18

A. B., of

against

C. D., of

To

WHEREAS, plaintiff in this suit, has made application to the Court that security be taken for the appearance of the defendant to answer any judgment that may be passed against in the suit; and whereas the Court has called upon the defendant to furnish such security, or to offer a sufficient deposit in lieu of has failed to do: it is ordered that the said defendant be committed to custody until the decision of the suit; or if judgment be given against until the execution of the decree.

GIVEN under my hand and the seal of the Court, this day of 18

L. S.

Judge.

No. 158.

ATTACHMENT BEFORE JUDGMENT, WITH ORDER TO CALL FOR SECURITY FOR FULFILMENT OF DECREE.

Section 484 of the Code of Civil Procedure.

IN THE COURT OF AT
Civil Regular No. of 18
To THE BAILIFF OF THE COURT.
A. B. of
against
C. D. of

has proved

WHEREAS
to the satisfaction of the Court that the defendant in the above suit
these are to command you to call upon the said defendant
on or before the day of either to
furnish security for the sum of rupees to produce and place at the disposal
of this Court when required
or the value thereof, or such portion of the value as may be sufficient to fulfil any decree
that may be passed against or to appear and show cause why
should not furnish security; and you are further ordered to attach the said
and keep the same under safe and secure custody until the further order of the Court, and
in what manner you shall have executed this warrant make appear to the Court immediately
ly after the execution hereof, and have you here then this Warrant.
GIVEN under my hand and the seal of the Court, this day of 18

L. S.

Judge.

No. 159.

ATTACHMENT BEFORE JUDGMENT, ON PROOF OF FAILURE TO FURNISH SECURITY.

Section 485 of the Code of Civil Procedure.

IN THE COURT OF AT
Civil Regular No. of 18
A. B. of
against
C. D. of

TO THE BAILIFF OF THE COURT.

WHEREAS
call upon the plaintiff in this suit, has applied to the Court to
may be passed against the defendant, to furnish security to fulfil any decree that
the said in the suit, and whereas the Court has called upon
; these are to command you to attach has failed to do
the said the property of
safe and secure custody until the further order of the Court, and in what manner you shall
have executed this warrant, make appear to this Court immediately after the execution
hereof, and have you here then this Warrant.
GIVEN under my hand and the seal of the Court, this day of 18

L. S.

Judge.

No. 160.

ATTACHMENT BEFORE JUDGMENT.

PROHIBITORY ORDER, WHERE THE PROPERTY TO BE ATTACHED CONSISTS OF MOVE-
ABLE PROPERTY, TO WHICH THE DEFENDANT IS ENTITLED, SUBJECT TO A LIEN
OR RIGHT OF SOME OTHER PERSONS TO THE IMMEDIATE POSSESSION THEREOF.

Section 487 of the Code of Civil Procedure.

IN THE COURT OF AT
Civil Regular No. of 18
A. B. of
against
C. D. of

To

defendant and

It is ordered that the defendant be and
is hereby prohibited and restrained until the further order of this Court
the following property in the possession of
from receiving from that is to say
the said to which the defendant is entitled, subject to any claim of the said
and the said is hereby prohibited and restrained, until the
further order of this Court, from delivering the said property to any persons whomsoever.
GIVEN under my hand and the seal of the Court, this day of 18

L. S.

Judge.

No. 161.

ATTACHMENT BEFORE JUDGMENT.

PROHIBITORY ORDER, WHERE THE PROPERTY CONSISTS OF IMMOVEABLE PROPERTY.
Section 487 of the Code of Civil Procedure.

IN THE COURT OF *Civil Regular No.* AT *of 18*
A. B. of
against
C. D. of

To

Defendant.

It is ordered that you the said *be, and you are hereby, prohibited*
and restrained, until the further order of this Court, from alienating the property specified
in the Schedule hereunto annexed, by sale, gift, or otherwise, and that all persons *be, and*
that they are hereby, prohibited from receiving the same by purchase, gift, or otherwise,
GIVEN under my hand and the seal of the Court, this *day of* 18

SCHEDULE.

L. S.

Judge.

FORM No. 162.

ATTACHMENT BEFORE JUDGMENT.

PROHIBITORY ORDER, WHERE THE PROPERTY CONSISTS OF MONEY IN THE HANDS
OF OTHER PERSONS, OR OF DEBTS NOT BEING NEGOTIABLE INSTRUMENTS.

Section 487 of the Code of Civil Procedure.

IN THE COURT OF *Civil Regular No.* AT *of 18*
A. B. of
against
C. D. of

To

It is ordered that the defendant *be, and he is*
hereby, prohibited and restrained, until the further order of this Court, from receiving
from *the [money now in*
hands belonging to the said defendant, or debts, as the case may be,
describing them] and that the said *be and*
hereby prohibited and restrained, until the further order of this Court,
from making payment of the said *[money, &c.]*, or any part thereof, to any person
whomsoever.

GIVEN under my hand and the seal of the Court, this *day of* 18

L. S.

Judge.

No. 163.

ATTACHMENT BEFORE JUDGMENT.

PROHIBITORY ORDER, WHERE THE PROPERTY CONSISTS OF SHARES IN A PUBLIC
COMPANY, &c.

Section 487 of the Code of Civil Procedure.

IN THE COURT OF *Civil Regular No.* AT *of 18*
A. B. of
against
C. D. of

To

to

*defendant and**Manager of**Company.*

It is ordered that *be and*
the further order of the Court, from making any transfer of *the defendant,*
being *shares*
or from receiving payment of any dividends thereof, and you *in the aforesaid Company,*
Manager of the said Company, are hereby prohibited and restrained from permitting any
such transfer, or making any such payment.

GIVEN under my hand and the seal of the Court, this *day of* 18

L. S.

Judge.

No. 164.

NOTICE OF APPLICATION FOR INJUNCTION.
Section 497 of the Code of Civil Procedure.

IN THE COURT OF

AT
A. B. of
against
C. D. of

Take notice that I, A. B., intend to apply at the sitting of the Court at
aforesaid, on the day of for an injunction to restrain C. D. from
further prosecuting a suit which he has commenced against me in to recover
damages for the breach of the contract for the specific performance of which this suit was
commenced [or to restrain him from receiving and giving discharges for any of the debts due
to the partnership in the matter of the partnership between us for the winding up of which
the suit was commenced, or from digging the turf from the land which was agreed to be sold
by him to me by the agreement, the specific performance of which this suit is commenced
to enforce, or as the case may be].

Dated this day of

186 .

A. B.

To C. D.

[N. B.—Where the injunction is to be applied for against a party whose name and
address does not appear upon any proceeding already filed in the suit, it must be stated
in full to enable the proper officer to serve the notice.]

No. 165.

BOND TO BE GIVEN BY RECEIVER.

Section 501 of the Code of Civil Procedure.

IN THE COURT OF

AT
Civil Regular No.
A. B. of
against
C. D. of

Know all men by these presents, that we, A. B. of, &c., and C. D. of, &c., and E. F. of
&c., are jointly and severally bound to G. H., Registrar of the Court of
in Rs. , to be paid to the said G. H. or his attorney, executors, administrators, or
assigns. For which payment to be made we bind ourselves, and each of us, in the whole,
our and each of our heirs, executors, and administrators, jointly and severally, by these
presents.

Dated this day of

one thousand eight hundred and

And whereas a plaint has been filed in this Court by A. B. against C. D. for the
purpose of (here insert object of suit).

And whereas the said A. B. has been appointed, by order of the above-mentioned Court,
to receive the rents and profits of the immovable property, and to get in the outstanding
movable property of C. D., the testator in the said plaint named.

Now the condition of this obligation is such, that if the above bounden A. B. shall
duly account for all and every the sum and sums of money which he shall so receive on
account of the rents and profits of the immovable property, and in respect of the movable
property of the said C. D. [or as may be] at such periods as the said Court shall appoint,
and shall duly pay the balances which shall from time to time be certified to be due from him
as the said Court hath directed or shall hereafter direct, then this obligation shall be void,
otherwise shall remain in full force.

A. B. (L. S.)

C. D. (L. S.)

Signed, and delivered by the above-bounden in the presence of

NOTE.—If deposit of money be made, the memorandum thereof should follow the
terms of the condition of the bond.

FORM No. 166.

ORDER OF REFERENCE TO ARBITRATION UNDER AGREEMENT OF PARTIES.
Section 507 of the Code of Civil Procedure.

IN THE COURT OF

AT
Civil Regular No. of 18
A. B. of
against
C. D. of

To

WHEREAS the above-mentioned plaintiff and defendant have agreed to refer the matters
in difference between them in the above suit to your arbitration and award, you are hereby
appointed accordingly to determine all the said matters in difference
between the parties, and with power, by consent of the parties, to determine which party
shall pay the costs of this reference.

You are required to deliver your award in writing to this Court on or before the
day of 18 , or such other day as this Court may further fix.

Process to compel the attendance before you of any witnesses, or for the production of
any documents which you may desire to examine or inspect, will be issued by this Court on
your application, and you are empowered to administer to such witnesses oath or affirma-
tion.

A sum of Rs.
with forwarded.

, being your fee in the above suit, is here-

GIVEN under my hand and the seal of the Court, this

day of 18 .

L. S.

Judge.

No. 167.

ORDER OF REFERENCE TO ARBITRATION BY COURT, WITH CONSENT.

Section 507 of the Code of Civil Procedure.

IN THE COURT OF AT
 Civil Regular No. of 18
 A. B. of
 against
 C. D. of

UPON reading a petition of the plaintiff, filed this day, and on the consent of
 for the defendant, and upon hearing for the plaintiff and
 for the defendant, it is ordered, by and with the consent
 of all the parties, that all matters in difference in this suit, including all dealings and trans-
 actions between all parties, be referred to the final determination of

his award in writing and submit the same to this Court, together with all proceedings, depositions, and exhibits in this suit, within one month from the date hereof. And it is ordered further, by and with the like consent, that the said arbitrator is to be at liberty to examine the parties and their witnesses upon oath or affirmation, which he is empowered to administer, and that the said arbitrator shall have all such powers or authorities as are vested in arbitrators under the Code of Civil Procedure, including therein power to call for all books of account that he may consider necessary. And it is further ordered, by and with the like consent, that the costs of this suit, together with the costs of reference to arbitration, up to and including the award of the said arbitrator, and the enforcement thereof, do abide the result of the finding of the said arbitrator. And it is further ordered, by and with the like consent, that the said arbitrator be at liberty to appoint a competent accountant to assist him in the investigation of the several matters referred to him as aforesaid, and that the remuneration of such accountant and other charges attending thereto be in the discretion of the said arbitrator.

GIVEN under my hand and the seal of the Court, this day of 18

L. S.

Judge.

No. 168

SUMMONS IN SUMMARY SUIT ON NEGOTIABLE INSTRUMENT.

Section 534 of the Code of Civil Procedure.

No. OF SUIT.

IN THE HIGH COURT OF AT Plaintiff.
 Defendant.

To [Here enter the defendant's name, description and address].
 Whereas [here enter the plaintiff's name, description and address] has instituted a suit in this Court against you under Chapter XLII of the Code of Civil Procedure for Rs. principal and interest [or Rs. balance of principal and interest] due to him as the Payee [or Indorsee] of a Bill of Exchange [or Hundi or Promissory Note] of which a copy is hereto annexed, you are hereby summoned to obtain leave from the Court within seven days from the service hereof, inclusive of the day of such service, to appear and defend the suit, and within such time to cause an appearance to be entered for you. In default whereof the plaintiff will be entitled at any time after the expiration of such seven days to obtain a decree for any sum not exceeding the sum of Rs. [here state the sum claimed] and the sum of Rs. for costs.

Leave to appear may be obtained on an application to the Court supported by affidavit or declaration showing that there is a defence to the suit on the merits, or that it is reasonable that you should be allowed to appear in the suit.

[Here copy the Bill of Exchange, Hundi or Promissory Note, and all endorsements upon it.]

No. 169.

MEMORANDUM OF APPEAL.

Section 549 of the Code of Civil Procedure.

MEMORANDUM OF APPEAL.

(Name, &c., as in Register.) Plaintiff—Appellant.
 (Name, &c., as in Register.) Defendant—Respondent.

[Name of Appellant] Plaintiff [or Defendant] above-named, appeals to the High Court at [or District Court at] as the case may be] against the decree of in the above suit, dated the day of objection.] for the following reasons namely, [here state the grounds of

No. 171.

NOTICE TO RESPONDENT OF THE DAY FIXED FOR THE HEARING OF THE APPEAL.

Section 568 of the Code of Civil Procedure.

IN THE COURT OF

AT

, Appellant v.

Respondent.

APPEAL from the

dated the day of

18

Respondent.

To

Take notice that an appeal from the decree of
in this case has been presented by
and registered in this Court, and that the
day of 18 has been fixed by this Court for the hearing of this appeal.
If no appearance is made on your behalf by yourself, your pleader, or by some one by
law authorized to act for you in this appeal, it will be heard and decided *ex parte* in your
absence.

GIVEN under my hand and the seal of the Court, this day of 18

L. S.

Judge.

NOTE.—If a stay of execution has been ordered, intimation should be given of the fact on
this notice.

No. 172.

DECREE ON APPEAL.

Section 593 of the Code of Civil Procedure.

IN THE COURT OF

AT

, Appellant v.

Respondent.

Appeal from the

day of of the Court of

18

dated the

Memorandum of Appeal.

, Plaintiff.

, Defendant.

Plaintiff [*or* defendant] above-named appeals to the Court at
against the decree of in the above suit, dated the
day of 18, for the following reasons, namely:

[*here state the reasons*]

This appeal coming on for hearing on the day of 18
before, in the presence of
for the Appellant, and of for the Respondent, it is ordered—

[*here state the relief granted*]

The costs of this appeal, amounting to, are to be paid by
The costs of the original suit are to be paid by

GIVEN under my hand and the seal of the Court, this day of 18

L. S.

Judge.

No. 174.

NOTICE TO SHOW CAUSE WHY A REVIEW SHOULD NOT BE GRANTED.

Section 648 of the Code of Civil Procedure.

IN THE COURT OF

AT

, Plaintiff v.

, Defendant.

To

TAKE notice that
 a review of its judgment passed on the day of has applied to this Court for
 case. The day of 18 is fixed for you to show cause why the
 Court should not grant a review of its judgment in this case.

GIVEN under my hand and the seal of the Court, this day of 18

L. S.

Judge.

No. 175.

NOTICE OF CHANGE OF PLEADER.

IN THE COURT OF

AT

A. B. of
 against
 C. D. of

TO THE REGISTRAR OF THE COURT.

TAKE notice that I, A. B. [or C. D.], have hitherto employed as my pleader G. H. of
 in the above-mentioned cause, but that I have ceased to employ him, and
 that my present pleader is J. K. of

A. B. [or C. D.]

No. 176.

MEMORANDUM TO BE PLACED AT FOOT OF EVERY SUMMONS, NOTICE, DECREE, OR ORDER OF COURT, OR ANY OTHER PROCESS OF THE COURT.

HOURS of attendance at the office of the Registrar [place of office] from ten till four,
 except on [here insert the day on which the office will be closed] when the office will be
 closed at one.



The Gazette of India, EXTRAORDINARY.

Published by Authority.

CALCUTTA, SATURDAY, MARCH 13, 1875.

BUDGET OF 1875-76,

WITH REVIEW OF THE BUDGETS OF 1873-74 AND 1874-75.

STATEMENT BY THE HON'BLE SIR WILLIAM MUIR, K.C.S.I.

The budget of Imperial revenue for 1875-76 is herewith published, together with the Regular Estimate for 1874-75, and the Accounts as finally adjusted for 1873-74.

ADJUSTED ACCOUNTS OF 1873-74.—The adjusted accounts of 1873-74 may be explained in few words. The results are most satisfactory.

Accounts
1873-74.

The Regular Estimate, published with the Financial Statement of last year, shewed the total revenue to the 31st March 1874 as likely to be £49,476,000; the actual amount was better than that by £135,711. The expenditure was estimated at £47,657,300; it turned out less by £117,525. Putting both together,—that is, the saving of expenditure and the excess of income,—we have an improvement in the adjusted accounts over the Revised Estimate of not less than £253,236. In other words, a surplus was anticipated of £1,818,700: a surplus was actually realized of £2,071,936. It may be noted that the surplus originally estimated for this year by Sir Richard Temple in 1873, was only £220,000. About £939,000 of the difference is attributable to opium.

The above figures shew the ordinary income and charges of 1873-74, exclusive of the relief operations in Bengal, and also of the disbursements on extraordinary public works. These, added to the ordinary charges, affect the results of the year in the following way:—

	Receipts.	Expenditure.	Surplus.	Deficit.
Ordinary revenue and charges of 1873-74	49,476,000	47,657,300	1,818,700	.....
..... } Regular Estimate...	49,611,711	47,539,775	2,071,936	.....
..... } Actual account ...				
The same, adding famine charges—Actual account ...	49,611,711	51,404,448	.....	1,792,737
The same, adding both famine and extraordinary public works	49,611,711	54,957,755	.....	5,346,044
..... } Actual account ...				

Thus, the famine charges incurred in 1873-74 turned a surplus of £2,071,936 into a deficit of £1,792,737; and the additional charge for Reproductive works raised the excess charge to £5,346,044.

The details in which the actual accounts of 1873-74 vary from the Regular Estimate, will be found of no particular import. The excess of receipts for the Army, £49,124, is attributed mainly to large supplies of tents and stores furnished for the Bengal famine, for the Yarkund mission, and for other purposes. The increase of £71,600 in expenditure under "allowances and assignments," is chiefly due to an adjustment of payments made for several years in India on account of Maharajah Duleep Singh. The remaining items are distributed over most of the budget heads, and are comparatively small.

Regular
Estimate,
1874-75.

REGULAR ESTIMATE OF 1874-75.—We now pass on to the Revised Estimate for the year about to close, and shall compare it with the original budget as presented last year. The Revised Estimate is based on the actual receipts and disbursements of the year up to as late a period as they can be ascertained. We have the actual treasury accounts of Receipts and Disbursements for nine and generally for ten months, that is, to the end of December or January, and in some cases to the end of February, and by telegraph quite up to the present date. Thus, but a short interval remains to complete the year, and the Regular Estimate may, therefore, be trusted as giving by anticipation a very close approximation to the real history of the year; that is, it may be trusted to shew in what measure the expected income will be realized, how the various departments have observed the budget limitations imposed on their expenditure, and to what extent disturbing causes will affect the general financial result. The test as now to be applied, will shew the prospects of the present year to be highly favorable.

The general conclusions are these: The income of 1874-75 was put in the budget at £48,984,000; it will be better (mainly owing to opium) by above a million sterling, £1,086,000.

The charges (excluding famine) were estimated at £47,792,000; they will be more than that by £389,000.

Consequently, the balance will be better by £697,000 than was expected. In other words, the surplus, instead of being, as in the budget, £1,192,000, will in reality be £1,889,000.

These are the figures as they would have stood but for the famine charges and the expenditure on Reproductive works: adding these as corrected in the Revised Estimates, the results, with the corresponding surplus and deficit, will be as follows:—

		Receipts.	Charges.	Surplus.	Deficit.
Ordinary revenue and charges	By Budget	48,984,000	47,792,000	1,192,000	.....
	By Regular Estimate	50,070,000	48,181,000	1,889,000	.....
The same, adding famine expenditure	Regular Estimate	50,070,000	50,623,000	...	553,000
The same, adding both famine and extraordinary expenditure for public works	Regular Estimate	50,070,000	54,658,000	...	4,588,000

We shall now advert to the main differences between the budget and the Revised Estimate.

And first there is the main disturbing cause of Opium, which brought in a gross revenue greater by £905,000 than was estimated.

Putting Opium out of account, the gains and losses on the receipt side nearly balance one another. On the one hand, there is a serious deficit of above £300,000 under Land Revenue; about half of this is only temporarily suspended in consequence of the famine in Bengal, and a further sum arises from the same cause in the North-Western Provinces; the remainder is due to the unusual floods which devastated parts of Bombay and Madras. A failure of

INCREASE AS
COMPARED WITH
BUDGET ESTIMATE.

£96,000 under Customs is ascribed to the rice exports from Burmah being in the present season very late. The decrease of £12,000 under Law and Justice is simply a transfer of revenue to Stamps.

	£
Tributes	13,000
Excise	49,000
Salt	109,000
Stamps	71,000
Mint	9,000
Post Office	18,000
Telegraph	27,000
Marine	81,000
Interest	75,000
Superannuation receipts	15,000
Gain by exchange	48,000
Miscellaneous	30,000
Army	49,000
State Railways	26,000

On the other hand, there is improvement under most of the heads of income, as noted in the margin, and the following comments will explain them:—

IMPROVEMENT IN
RECEIPTS AS COM-
PARED WITH BUDGET
ESTIMATE

Tributes.—Certain arrears have been unexpectedly realised.

Excise.—The improvement has been general, excepting in Bengal, where the scarcity and high prices caused a falling off, and in Madras and Bombay, where this branch of the revenue inclines to be stationary.

Salt.—Here the increase amounts to £109,000, which, coupled with a decrease in expenditure of £11,000, gives us an aggregate improvement of £120,000. This advance is the more satisfactory as it has been accompanied by a large administrative reform. The whole preventive line from the Taptee near Boorhanpore and skirting Berar eastward to the Muhanuddee has been swept away, as well as the small line between Madras and Bengal. A great tract of country has thus been freed from the harassing interference and vexation inseparable from such a barrier; and salt has been cheapened in several provinces. From this measure it was expected that we might lose perhaps £100,000; the actual net loss will probably not exceed £40,000. A portion of it is recouped at Bombay and on the Great Indian Peninsular Railway, in the shape of a sliding duty adjusted according to distance and cost of carriage, so as by degrees to break the difference of duty (Rs. 1-13 per maund) levied at Bombay, and that levied at Jubbulpore on the North-West line (Rs. 3).

Two points may here be noticed: *first*, the loss has been more than made good by progress in the general salt revenue of Bengal, the North-Western Provinces, and the Punjab, so that the gross salt revenue of the present year, £6,188,000, will be actually better than in 1873-74 by £37,338; *second*, the reduction has gone, not (as is too often the case) into the pockets of the trade, but to the people who consume the salt, in a lowering of the price. In Berar the fall of duty is close upon one rupee; east of the Berars there is a reduction of 8 annas; and along the valley of the Nerbudda, an average fall of about 5 or 6 annas. A similar sliding duty has been introduced between Madras and Orissa, and is believed to answer well. It is also satisfactory to find that local manufacture is increasing, as has been mentioned by the Lieutenant-Governor of Bengal in the Administration Report for 1873-74—

“During his recent visit to Orissa, Sir R. Temple found a marked tendency to increase as regards the local manufacture, both in Pooree and Balasore; so much so that the time may not be distant when the local revenue under the new system may equal that under the old.”—p. 175.

A slow but sure progress is observable in the salt revenue, which in 1873-74 brought in £6,150,662; and for 1875-76 is estimated at £6,208,000. The duty on salt is held to be for this country one of the most legitimate and least obnoxious taxes, notwithstanding the evils admittedly inherent in the great customs barrier. The progress of Railways, and especially of the state lines, is daily cheapening the price of salt in those parts of the country most distant from the sources of supply, and where consequently the cost is highest. Moreover, there is reason to hope that by an arrangement with the States of Central India it may be possible at some future time to abolish the entire preventive line. If this be done, and an approximation made to equalizing the duty all over India, we shall have a source of revenue, not only unobjectionable in its nature, but also possessing the virtue of elasticity, since the rate would be capable of from time to time being raised or lowered according to the financial necessities of the day. The prospect of attaining this result may yet be some way off, but it will be steadily kept in view by the Government of India.

Stamps.—The improvement here amounts to £71,000. Against it may be set the decrease under Law and Justice of £12,000, showing a net gain of £59,000. The increase, mainly due to Bengal but also more or less general, is symptomatic of growth in this branch of the revenue.

Mint.—The difference, £9,000, is due to a larger importation of silver than was expected.

Post Office.—The improvement, £18,000, taken in connection with £9,000, decrease of charge, or £27,000 in all, may safely be ascribed to increased efficiency.

Telegraph.—The increase of £27,000 (to which if we add a decreased charge of £15,000, there will be a gross improvement of £42,000) is ascribed partly to an unexpected recovery from the Ottoman Government, and also to growth in traffic.

Marine.—£81,000, arises from the sale by the Secretary of State of stock acquired in past years from the Indus Flotilla Company.

Interest.—£75,000, due to improved receipts at Home.

Receipts for Superannuation Allowances.—£15,000, due to increased transfers from the balances at credit of the Military and Medical Funds.

Gain by exchange.—Increase of £48,000; this is due to the scarcity in Bengal having caused an excess of traffic receipts, on the guaranteed Railways, and to the consequent gain in account. There is also a special adjustment of about £16,000 owing to the retrospective application of the rate of 1s. 11d. in place of 1s. 10d. to the accounts of the Great Southern of India line.

Miscellaneous.—The excess of £30,000 is caused by certain unexpected adjustments in account.

Army.—The excess of income, amounting to £49,000, is due partly to a change in the mode of accounting for Commissariat supplies, and also to unexpected receipts for stores supplied for the famine districts, &c.

State Railways.—The income was estimated at £95,000; it will probably reach £121,000. The charges (estimated at £104,000) will be £281,000. Of this, however, £185,000 is due to expenditure on the Tirhoot State Railway in excess of the amount charged to famine relief. But for this extraordinary charge, the expenditure would not have exceeded £96,000, and we should have had in the current year our first net return from State Railways of £25,000. In the coming year the Rajpootana line will be opened to the Sambhur Salt Works, and the net income is expected to rise to £50,000,—the expenditure being put at £180,000, and the gross income at £230,000; while the benefit to the salt trade will be beyond all estimate, and the profit to the salt revenues by no means inconsiderable.

Coming now to the CHARGES: the following are the chief items of decrease:—

Interest.—The funded debt (of which an abstract is given in the margin)

Rate of interest.	In Rupees.	In Sterling.	Total in Sterling, taking Re. 1 as 2s.	Interest.
		£	£	£
5½	10,20,06,700	...	10,200,670	561,037
5	1,09,59,000	17,287,050	18,382,950	919,147
4½	15,91,56,400	...	15,915,640	718,204
4	42,48,10,176	31,376,116	73,857,133	2,954,285
3½	6,52,800	...	65,280	2,282
Nil	9,37,687	21,917	115,686	...
TOTAL	69,85,22,763	48,685,083	118,537,359	5,154,955

amounts to £118,537,359, bearing interest at £5,154,955, or an average of 4½ per cent. The payments will fall short of the estimate by £61,000, a full year's interest not having been demanded. The effect of the operations for the redemption of East India Stock described in last year's

statement, is now complete; but the relief so long expected from it has been to a great extent neutralized by the recent addition to our debt.

Land Revenue.—The saving of £37,000 is chiefly from greater economy in the settlement department of the various provinces throughout the empire.

Salt.—The saving of £11,000 has been mentioned under the remarks upon the receipts.

Mint.—The decrease of £40,000 is due to a different mode of exhibiting the gain on copper coinage.

Minor Departments.—A saving of £14,000, owing chiefly to less outlay than was expected on the Burma immigration scheme.

Marine.—£26,000 saving in stores.

Political Agencies.—A saving of £72,000, owing to the non-payment of certain subsidies.

Civil Furlough Allowances, £56,000, decrease of expenditure in England. The numbers who at first availed themselves of the new furlough rules, begin now to decline.

Famine Relief, £138,000, will be noted upon below.

Land and Supervision.—(Guaranteed Railways): a saving of £55,000, due to diminished operations and to the deduction of the cost of lands paid for in former years.

Guaranteed interest.—The improvement, £262,000, is due to the great rise in the net traffic receipts, in consequence of the carriage of grain to the famine districts, as will be further considered below.

Public Works Extraordinary.—The expenditure was £4,035,000, or less than what was estimated by £528,000. Of this short expenditure £185,000 is due to the removal from this head to the ordinary account of the expenditure upon the Tirhoot State Railway, and £50,000 to a like transfer of estimated outlay on the irrigation canals from the River Gunduck; £118,000 is due to short expenditure at home for stores.

These savings have been more than counterbalanced by the following INCREASE excess charges:—

Interest on other accounts.—£23,000 is due to increased balances of Railway traffic earnings and in the Savings Banks.

Refunds.—£63,000 is owing to unexpected demands under this head.

Opium.—The Bengal crop having turned out much larger than was anticipated, cost an additional sum of £235,000. A full return has been received in the shape of a material addition to the reserve stock.

Stamps.—An excess of £9,000 for stores in England.

Administration.—£78,000 for stores in England.

Allowances and Treaty Assignments.—An advance of £30,000 to the King of Oudh will explain the increase in 1874-75, as well as, in part, the anticipated diminution of charge in 1875-76.

Superannuation allowances, £21,000 excess in pensions from Military and Medical funds.

Loss by Exchange.—The equivalent received in England in sterling money for the Secretary of State's bills paid will exceed by £876,200 the Ten millions estimated; the exchange upon that sum, coupled with a slightly lower rate than was estimated, has raised the charge under this head from £746,000 to £869,000, or an excess of £123,000.

The average rate for the Secretary of State's bills during the year was 1s. 10.2243d., being lower than the estimated rate by .1096 of 1d.: the highest rate was 1s. 10.3d. (6th May, when only 20 lakhs were drawn), and the lowest 1s. 9.81d. (5th August, 50 lakhs drawn). The value of silver continues to fall. At the close of last year the price was 58½d. per oz., it is now not above 57d., being the lowest price yet quoted.

Miscellaneous, £65,000, owing chiefly to a call for capital on the Government shares in the Bank of Bombay, and to certain changes in the Home accounts.

Provincial Services, £94,000. An extra grant of £27,000 (of which £17,000 will be permanent) for public improvements in the new administration

of Assam: a like grant of £25,000 for Burma; and (a less hopeful item) £24,000 in adjustment of expenses incurred during the last three years for the destruction of snakes in the Madras Presidency.

Army, £112,000; of the various causes leading to this increase, it will suffice to notice the scheme for the retirement of Colonels, and the Duffla expedition.

Public Works.—The excess charge of £39,000 is occasioned by urgent work upon the Jacobabad embankments, and for repair of the damages from the floods in Madras.

General Result
for 1874-75.

Such are the principal variations of income and expenditure in the Revised, as compared with the Budget, Estimate; and, as before said, they would nearly have balanced one another but for the opium revenue. A net income was estimated under that head of Five and a half millions; it is expected to be £6,170,000, or better than the estimate by £670,000. This excess is very close upon the sum by which the whole revised account of 1874-75 is better than the budget, *viz.*, £697,000.

EXPENDITURE FOR
FAMINE IN BENGAL.

EXPENDITURE—			£
Special establishments	...	...	250,000
Subsidies to trade and Railway	...	...	456,000
			£
GRAIN—Cost	...	3,740,000	
Freight and storage	...	730,600	
Railway carriage	...	339,000	
Inland	...	1,334,000	
Reserve	...	315,000	
Steamers	...	95,800	
			6,548,400
State Railways	...	...	145,000
Relief works	...	...	1,108,000
Charitable relief and miscellaneous	...	...	317,100
			£8,824,500
DEDUCT—			
Sale of grain	...	2,514,000	
" stores	...	50,000	
" carriage and steamers	...	60,000	
			2,624,000
Net charge	...	...	£6,200,500

Before proceeding to the budget of 1875-76, it will be proper to recapitulate here the cost of the famine in Bengal, the accounts of which will be closed with those of the now expiring year. The expenditure was estimated by the Governor General in Council at Six and a half millions: from first to last, the net expenditure will not (it is now expected) exceed £6,200,500, according to the details given in the margin. The gross expenditure was £8,824,500; but there will be recoveries amounting to £2,624,000. It was thought best to enter in the estimates of revenue and expenditure only the net charge, and not to encumber the estimates of 1875-76 with recoveries which would have largely raised the

apparent surplus of that year.

Against the net charge of £6,200,500 may properly be put the surplus traffic receipts arising from the carriage of grain to the famished districts. This has been a clear profit to Government by reducing the amount to be paid for guaranteed interest. These surplus gains can only be approximately calculated, and they may be estimated to amount at the least to £400,000, so that the entire cost to the Imperial Government of providing relief was £5,800,000. A further sum of perhaps half a million was provided from provincial or local sources; and these figures are exclusive of an expenditure of above £100,000 for the relief of scarcity in the North-Western Provinces and in Oudh.

Considering the vast extent of the measures taken for the provision of grain, the want of experience about much that was entirely novel, and the fact that variations of price and unforeseen requirements for establishments and supervision might reasonably have been expected to disturb all previous calculations, the close agreement of the estimate with the cost of this great work is matter for congratulation.

1872-73	...	1,763,878	It may be noted that the whole net charge is very nearly covered by the surplus of the three years 1872-73 to 1874-75 upon the ordinary account, exclusive of famine expenditure.
1873-74	...	2,071,936	
1874-75	...	1,889,000	
TOTAL	...	5,724,814	

BUDGET OF 1874-75.

BUDGET OF 1875-76.—It is now time to discuss the income and charge for the coming year.